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**ARTS COUNCIL
ENGLAND**



27th – 29th Sept 2019



Arts by the Sea Festival 2019 Trade Pack

Bournemouth Arts by the Sea Festival returns for its ninth year, from Friday 27th – Sunday 29th September 2019 with a wealth of inspirational events, unique installations and amazing experiences for everyone to enjoy.

The festival will make use of the town's spectacular garden and coastline setting and transform the town over eight days with a diverse mix of music, dance, performances and installations across Bournemouth's unique spaces and venues. This year the Festival will continue its focus on large-scale spectacles, family-friendly performances and sound and light installations, as well as focussing on its underlying environmental themes and projects.

The festival theme for 2019 is Mind Matter which investigates whether modern life is conducive to a positive frame of mind. While life is arguably far easier than it was 50 years ago, mental illness is on the rise, and social and technological advances bring with them even great pressures. An increasing body of research has, however, found that there are practical ways in which all of us can engage with positive mental health and wellbeing: 1. Connect, 2. Be Active, 3. Take Notice, 4. Keep Learning and 5. Give. Arts by the Sea will use these five points to explore and challenge some of the current attitudes towards mental health while delivering a packed and fun-filled festival celebration.

Trade pitches are offered over the main festival weekend (Saturday 28th and Sunday 29th September) which will offer an extravaganza of family friendly entertainment, when Bournemouth town centre, gardens and seafront come alive with a colourful array of art and activities for all ages. Please contact Commercial.commercial@bcpcouncil.gov.uk for further details.

General information

- Trading hours will be 10:00 – 18:00 on festival weekend only (28th – 29th September 2019).
- Trading Locations will be in the Town Centre.
- Set up will be from 07:00, with all vehicles off site by 09:00 (no parking is available for traders; all vehicles can be parked at local car parks using pay and display).
- Pack down will start as soon as the event organiser deems safe depending on the finishing time of the content (likely to be around 1800)
- The space booked must be large enough to incorporate all aspects of your trade stand. No vehicles will be allowed to remain on site during the event.

Site map



Costs

Size (metres) Frontage x Depth	
3 x 4	£200.00 + VAT
6 x 4	£350.00 + VAT

For a pitch larger than those sizes stated, please contact the Events team on 01202 454766



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AB Bournemouth
Arts by the Sea
Festival

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How to Apply

- All relevant forms must be fully completed and signed before a booking will be made. Incomplete applications will NOT be processed.
 - Please ensure you have included the completed:
 1. Application to Exhibit form
 2. Health and Safety Questionnaire
 3. Risk Assessment
 4. Copies of your relevant public and products liability & employer's liability insurance.
- Payment must be made in full with the application and the remaining balance is payable by 21st September 2019. Any bookings taken after this date will require full payment with the application.

Please send your completed application form to:

**Bournemouth Tourism
Events Team
Town Hall Annexe
St Stephens Road
Bournemouth
Dorset
BH2 6EA**

Tel: 01202 454766 Email: Commercial.commercial@bcpcouncil.gov.uk



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Application to Exhibit

Company / Organisation
 name:

Contact names:

1:

2:

Address for
 correspondence:

Contact numbers:

Day (prior to event):

Contact no.
 during
 event:

Mobile:

Email address:

Space required
 (in metres) :

3m frontage

6 x 4

x 4m depth

Please draw a diagram of your
 exhibition site layout:

(A photograph of your stand
 MUST also be attached to your
 application)



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What is the height of your stand?

Please tick if you need to bring a generator onto site (this must be a super silent diesel generator rated below 62dBA):

This application is in accordance with the attached terms and conditions (Form T&C1). Please sign below on behalf of your company your acceptance of all the terms and conditions for this event as detailed on form T&C1.

Signed: _____

Date: _____

Name: _____

Position: _____

PLEASE ENSURE YOU ENCLOSE THE FOLLOWING AS INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED:

- Completed Health & Safety Questionnaire
- Risk Assessment
- Photograph of Exhibition Stand
- Employers Liability Insurance
- Public Liability Insurance (including Products Liability if you will be selling)

Please send your completed application form to:

Payment Details

Payment must be paid in full upon completed application by 29th August 2019.

Please make cheques payable to 'Bournemouth Borough Council'.

Bournemouth Tourism, Events Department, Town Hall Annexe, St Stephens Road, Bournemouth, Dorset, BH2 6EA.

01202 454766 Email: Commercial.commercail@bcpcouncil.gov.uk



Traders Health & Safety Questionnaire

Company or Business Name:

Company Trading Address:

Contact Name:

Please provide details on type of vehicle, structure, trailer & kerb weight:

Please give details of the person with the overall responsibility for Health and Safety on your stand:

Name:

Mobile number:

Please give details of all equipment & machinery which will be bought onto site:

Please confirm that all equipment has been tested and serviced and that current test certificates will be available for inspection on site:

Yes:

No:

Do staff or public have access to hazardous parts?

Yes:

No:

If yes, please provide details of control measures in place within your Risk Assessment

Does your stand involve the use of moving equipment or machinery?

Yes:

No:

If yes, are all staff fully trained in its use?

Yes:

No:

Have you or your Company ever been prosecuted or had any notices served by any local authority Environmental Health Department or the Health & Safety Executive?

Yes:

No:

If yes, please give brief details:

Please give details of how your stand will be secured to the site including any necessary access requirements (please note that pinning is NOT allowed under any circumstances):

If using a gazebo we recommend that you use sand bags or water weights in addition to any standard weights

Please confirm you will bring appropriate fire safety equipment for your site which will be available for inspection by the organiser:

Yes:

No:

Will you have any young persons under the age of 18 working for you?

Yes:

No:

If yes, please put full details including training and supervision in your Risk Assessment



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Will you be using a contractor to deliver, erect or dismantle your stand?

Yes:

No:

If yes, please provide contractors contact details, timings and details of work:

(You will also need to include a copy of their public liability insurance)

Name:
Company:
Contact number (day):
Mobile contact number:
Address:

Details of work:

Will you be bringing a generator onto site

Yes:

No:

If yes, please confirm acceptance of the terms and conditions below:

Yes:

No:

Please note the following terms and conditions for use of a generator on site:

- 1) The generator must be a super silent diesel generator rated below 62dBA
- 2) The generator must not leak oil or fuel and must not produce excessive fumes.
- 3) A suitably trained and competent person must refuel the generator ensuring it is switched off
- 4) Spill mats must be provided for refuelling
- 5) Generators must be securely and safely placed in a fenced area away from the public
- 6) The event organiser is entitled to stop use if the generator is deemed unsafe in any way
- 7) The generator must be maintained to a high standard at all times
- 8) Only sufficient fuel for one day's trading may be allowed on site at any time
- 9) All outlets must be protected by RCD
- 10) The organiser accepts no responsibility for losses arising for the enforcements of these conditions

NB: PETROL GENERATORS WILL NOT BE ALLOWED ON SITE UNDER ANY CIRCUMSTANCES. PLEASE SEE HEALTH & SAFETY ALERT NOTICE OVERLEAF FOR DETAILS

Please sign below to verify the details you have provided in this health and safety questionnaire as true and correct and to confirm you have read the terms and conditions in form T&C1. Please tick below to confirm which of the following documents are attached.

Risk Assessment

Public Liability Insurance (£5m)

Employers Liability Insurance (£10m)

Company H&S Policy

Electrical Equipment Test Certificates

Method Statements

Signature:

Date:

Name:

Position:



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Form T&C1 - Trading Terms & Conditions

In these terms and conditions the phrase 'organiser' relates to BCP Council and the term 'exhibitor' relates to all employees of such company, agent, organisation or individual.

Booking & Payment Terms

1. All pre-payments are non-refundable. Payments can be made by credit card, cheque or invoice.
2. Where an invoice is raised payment must be made within 28 days otherwise the space will be cancelled.
3. Bookings will only be made on receipt of all the required documents including public, products & employer's liability, health and safety questionnaire, risk assessment and application form.
4. Full payment must be received in full 4 weeks prior to the event.
5. In the event that payment is not received by this time the organiser reserves the right to cancel the exhibitor's space without further notice and to impose cancellation charges. Your deposit will be non-refundable.
6. The organiser reserves the right to refuse an application for trading at their discretion.

Cancellation Policy

1. In the event of cancellation or reduction in space booked the following charges will be applied:

Less than 4 weeks prior - 100% of total charges

2. All cancellations and reductions in stand spaces must be received in writing to the organiser. The cancellation charge will be applied as to the date the written cancellation is received by the organiser.
3. Should a reduction in space size be made the organiser reserves the right to move the exhibitor's location.
4. Should an exhibitor's organisation go into receivership prior to the event, the organiser will automatically cancel the space unless otherwise agreed.
5. If an exhibitor fails to occupy the site by the time required on the day of the event the organiser reserves the right to re allocate the site. No refund will be given in this instance.

Space

1. All stand spaces are on hard standing (Unless otherwise stated).
2. The space booked and confirmed by the exhibitor must include sufficient room for all ropes, tow bars, accessories and equipment required for the exhibition.
3. The organiser reserves the right to change the layout and location of the exhibition space without prior notice.
4. Pinning of stands into the ground is not allowed. Stands must be secured to the site but not be invasive on the surface. The organiser will not advise you of your location prior to arrival.
5. Change of space on arrival or during the event is NOT permitted under any circumstances.

Electricity

1. The organiser will not be providing electricity to stands.
2. Should you wish to bring in your own electricity supply for your stand (i.e. generator) you must obtain permission from the organiser in advance.



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3. Any generator that is brought onto site must be a **super silent diesel** generator. Please see separate Alert Notice for details.
4. The exhibitor must ensure that the generator is turned off before refuelling.
5. The refuelling of a generator must be carried out by a competent person.
6. Exhibitor's must ensure spill mats are provided and used during refuelling.
7. All outlets must be protected by RCD.
8. It is the exhibitor's responsibility to ensure that generators are placed in a fenced area separated from the public.
9. The exhibitor must ensure that generators are well maintained with no leaks or excessive fumes.
10. The organiser reserves the right to demand removal of any generator that does not comply with the terms or meet basic health and safety requirements.
11. Only sufficient fuel for one day's trading may be allowed on site at any time. Fuel should be stored in containers which comply with the Petroleum Spirit (Plastic Containers) Regulations 1982. Containers must have a Flammable Liquid Hazard Warning Diamond Label on the container.
12. Any generator coming onto site must be rated **below 62dBA** as a minimum requirement.
13. There is a minimum requirement of a 2kg CO² fire extinguisher for any stand with electricity which will be checked on site.

Litter

1. It is the exhibitor's responsibility to remove litter from their immediate area and to keep their area tidy.
2. Boxes and cartons are to be flattened and placed in the areas provided. Exhibitors must not place boxes in the public bins.
3. Exhibitors who leave litter will be charged a litter deposit in future years.
4. Black sacks are to be used for rubbish. These are to be provided by the exhibitor.

Access

1. Access and egress procedures for the site will be advised two weeks prior to the event start date.
2. Set up for trade stands will be between 07:00 - 09:00 on the 27th September 2019. All stands must be fully set up by 09:00 hours on 29th September 2019.
3. All exhibitors must report to the event manager on arrival.
4. Vehicles should drive forwards at all times, where reversing cannot be avoided a Banks man must be provided.
5. Due to width restrictions there is no parking on site for exhibitor vehicles. Once set up is complete vehicles must be moved off site
6. A speed limit of 5mph is in force whilst on site due to pedestrian access and hazard lights must be used at all times.



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Health & Safety

1. It is the exhibitor's responsibility to comply with all health & safety and fire legislation.
2. Public liability insurance (including products liability if selling) up to the value of £5 million and employers liability insurance up to the amount of £10 million is required. This must be submitted at the time of booking.
3. Should the exhibitors insurance documents not cover the event date, the current form should be submitted with the replacement document being sent once it comes into force. In these cases the replacement document must be received prior to the event start date.
4. A company health and safety policy must be in place if a company employs more than 5 people, this may be requested by the organisers.
5. Exhibitors are to provide confirmation of insurance.
6. The exhibitor is responsible for all equipment bought onto site and for ensuring all insurances are obtained and contractual obligations met.
7. The exhibitor is responsible for all stand conduct, public handling of exhibits, all consequential and other injury or loss.
8. The exhibitor shall not do, or omit to do anything to jeopardise organisers insurances or licences in connection with the exhibition.
9. The exhibitor will indemnify the organiser in respect of loss or damage to the premises or property.
10. Exhibitors participate at their own risk.
11. All exhibitors must hold suitable and sufficient fire-fighting equipment at their stand and all staff must be trained in its use.
12. Marquee structures must adhere to fire regulations and must be securely and safely constructed.
13. The organiser reserves right to request that an exhibitor leaves the site for any reason, or close any exhibit that they deem is unsafe or a risk to the general public, or that does not confirm to the rules and conditions. There will be no entitlement to refunds in this situation.
14. In the case of an emergency please notify one of the organisers immediately. Ensure that all persons are removed in a calm and effective manner and access routes left clear for emergency services.
15. Bournemouth Borough Council's health and safety policy is available on request.
16. The organisers will monitor health and safety for the duration of the event. Visits will be made throughout the event to ensure that stands comply with all terms and conditions.
17. New exhibitors must complete the health and safety questionnaire in full along with a risk assessment and supply the necessary documents. Previous traders must submit a previous trader declaration and notify the organisers of any changes to their health and safety information.
18. Gas appliances must be fully tested and relevant certificates available on site for inspection.
19. Exhibitors are responsible for all third parties associated with their stand and for ensuring relevant insurances are held.
20. Exhibitors using equipment and machinery during the event must ensure that suitable guards and safety devices are in place. All machinery must be properly maintained in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).



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21. It is the exhibitor's responsibility to ensure that the public have no access to any hazardous areas.
22. Any fork lift trucks used on site must have relevant documentation on formal servicing and inspection along with relevant training certificates for operating it. All paperwork must be available on site for inspection.

Equality & Diversity

1. It is the Exhibitors responsibility to make themselves aware of the Equalities & Diversity policy of the organisers, which can be located on their website at: www.bournemouth.gov.uk
2. The Exhibitors agree to comply with the spirit and wording of the organisers Equality & Diversity Policy at all times whilst on the Organisers property or using the organisers facilities.
3. The Exhibitors accept and agree that any transgression of the aforementioned policy will be the sole responsibility of the Exhibitor.
4. The Exhibitors accept and agree that they will be solely responsible for the scope and extent of any consequences of a breach of the Equality & Diversity Policy.

General Exhibition Site

1. Event information will be sent out 2 weeks prior to the event
2. No requests can be made for stand locations. Sites will be allocated on arrival at the organiser's discretion.
3. The organiser accepts no responsibility for loss or damage from an error in appointment of space or encroachment by one exhibitor into the space apportioned to another.
4. Stand heights must not exceed 5 metres in height without prior authorisation from the organiser.
5. Exhibitors are not allowed onto unauthorised or unallocated areas.
6. Sub-letting or sub-contracting of exhibition space is prohibited.
7. Any exhibitors found to be defacing another stand are responsible for making good the damage made.
8. The organiser reserves the right to refuse or cancel entry with good reason.
9. The organiser may decline proposed exhibits or order removal of, or remove without reason. It is the organiser's discretion on any refund.
10. Stands and exhibits are expected to be of a high standard. The organiser reserves the right to remove any untidy stands.
11. No balloons of any kind are to be sold, given away or used to decorate stands.
12. The use of microphones or amplifiers on stands is prohibited. The organiser reserves right to demand removal if found on site.
13. No roving sales are allowed unless previously agreed by the organiser.
14. No water will be provided. The exhibitor must inform the organiser if they wish to bring water onto site in order to comply with waste water regulations.
15. Exhibitors are to ensure that they are available on site to receive all deliveries.
16. Exhibitors must man stands at all times between 09:00 - 18:00



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17. Exhibitors are not permitted to call out from stands.
18. Exhibitors must leave their site in the condition they found it in. Should any damage be made, the organiser will charge the repair costs to the exhibitor.
19. No obstruction of gangways or open spaces is allowed. No signs or projection may be hung over gangways or open spaces or in any way affect neighbouring displays.
20. The organiser will not provide any storage for equipment or stock.
21. Access to sites by the organisers or their representatives must be allowed at all times throughout the event.
25. Any exhibitor found to be trading later than the permitted finish time of 1800 hours will have their trading pitch forfeited by the organiser for the remainder of the event and unable to attend all future Bournemouth Borough Council Events. No refunds will be given in this instance.
26. The exhibitor is responsible for ensuring that all goods sold on stands comply fully with UK and European Consumer Laws with regards to safety, fair trading, price display, food and weights & measurers. Any services provided and statements about services provided should comply with trading standards legislation. Trading standards advice can be found on www.everythingregulation.org.uk.
27. On no account should any goods be sold that infringe any copyright or trademarks.
28. The exhibitor is responsible for any faulty or misdescribed goods sold by them. The organiser will accept no responsibility for any contractual liabilities of the exhibitor. In the event of a contractual dispute, the exhibitor's business details may be passed to the 'injured' party.
29. Exhibitors are required to display full details of business owners on stands.
30. Exhibitors are advised to take out cancellation cover. The organiser is not liable for refunds or compensation in regard to the event including cancellation or curtailment for any reason beyond the reasonable control of the organiser.
31. A Street Trading Licence may be required which must be applied for and obtained prior to trading. This will be applied for on your behalf by the event organisers if required.
32. No food, confectionary or drink may be sold or given away from your stand unless previously agreed with the organiser.
33. No balloons may be displayed, sold or given away from stands
34. No unauthorised goods as described below may be displayed, sold or given away from your stand: refreshments, balloons of any description, items deemed as weapons (knives, crossbows, airguns, catapults), livestock, live fish, caged birds, dogs, pets, lottery, raffle or gaming tickets, event branded souvenirs, tobacco products, adult toys or games, radio or radar equipment (without prior authorisation), age restricted products or any item deemed unsuitable by BCP Council or the Police.