



**Downton Cuckoo Fair  
2nd May 2020**

**Terms & Conditions 2020**

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## CHANGE HISTORY

Year/Iss	Changes Made	Next Review
2019/4	Original issue 1 based on previous Terms and Conditions for 2020 fair. Version numbering follows on from previous Ts & Cs for consistency	

# 1 Introduction

## 1.1 Scope and Applicability

This document brings together all the policy and principles that were held in different documents. It also aims to contain the enabling activities / tasks that our stall holders, caterers, entertainers, and suppliers are asked to do to ensure the safety and successful outcomes of the Downton Cuckoo Fair.

The Health and Safety policies and the terms and conditions are on the web site:

- Company Health & Safety Policy
- Event Health and Safety Policy
- Event Terms and Conditions (this document)
- Event Health and Safety checklist
- Fair Conditions of Entry
- Fair Information for Visitors

These apply to everyone who has a stall, provides entertainment or provides a service to the Downton Cuckoo Fair ie all contractors, stallholders, entertainers, produce market, fairground operators, caterers and other participants, hereafter referred to as 'merchants'.

## 1.2 Observance of Regulations

Submitting an application for a pitch signifies acceptance of the Event Health and Safety Policy, these Terms and Conditions and associated documents. Downton Cuckoo Fair Ltd will assume that all staff, sub-contractors and any other persons acting on the Merchants behalf have full knowledge and understanding of this document and agree to comply with these Terms and Conditions.

The Merchants are required to comply with instructions given to them by members of the Downton Cuckoo Fair Committee (DCFC), the Security staff and Zone Managers of the Downton Cuckoo Fair (DCF) hereafter referred to as 'officers'. Merchants must undertake to carry out any alteration requested. Failure to do so, or if the Stall does not meet with approval after any such alteration, will result in the stall being closed.

Merchants must ensure the contents of these Terms & Conditions are distributed to staff, sub-contractors or other persons acting on the Merchants behalf. The Officers have authority to remove any article from the Fair or to close the pitch of any Merchant who does not conform to the Terms & Conditions detailed in the relevant documents and if necessary, to expel such Merchant and/or his/her representatives from the Fair. The Downton Cuckoo Fair Ltd reserves the right to remove any items which cause a breach of these regulations and to place these items in a place for the Merchant to collect them and Downton Cuckoo Fair Ltd will not be liable for any damage in doing so.

It is a condition of participating in the Fair that Merchants are conversant with, and abide by, relevant legislation, regulations and best practice guides including the Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995. The Fair reserves the right to stop any Merchant from trading at the Fair if it does not comply with appropriate legislation, best practice or the guidance given by its Officers.

Enforcement agents from the Health and Safety Executive, Wiltshire Council and other inspectorates could be on site through the Fair. They have the authority to inspect stalls/catering units.

## 1.3 Health & Safety

All Merchants must complete the Health & Safety checklist before the Fair, ideally as part of their booking. Note the Officers will use the checklist for any on-site inspections.

Copies of documents referenced in the checklist, including insurance certificates and risk assessments must be available for inspection at the Fair at all times. Merchants have a legal responsibility to take reasonable care for the health and safety of themselves and anybody else that may be affected by what they do or fail to do at the Fair. All Merchants must co-operate with the Downton Cuckoo Fair Ltd Officers to enable any relevant legal duty or requirement to be complied with. All Merchants shall read and comply with the Downton Cuckoo Fair Ltd and Event Health & Safety Policies and associated documents eg Conditions of Entry, Information for Visitors.

Activities on pitches must be carried out in a safe and proper manner. Merchants must not intentionally or recklessly interfere with or misuse anything provided on the Fair site in the interest of health, safety or welfare. Merchants must display constant vigilance in the identification and control of risks. Any health or safety problem which cannot be put right must be notified immediately to the Officers. Failure to comply with these requirements could lead to the removal of that Merchant from the Fair site and/or prosecution by the Health and Safety Executive (HSE).

## 1.4 Questions / Queries

Any questions / queries related to the booking process and the associated documents should be directed to the relevant lead:

Stalls, catering, fairground, rural craft demonstrations	<a href="mailto:Bookings@cuckoofair.co.uk">Bookings@cuckoofair.co.uk</a>
Produce Market	<a href="mailto:Produce@cuckoofair.co.uk">Produce@cuckoofair.co.uk</a>
Health & Safety queries	<a href="mailto:Safety@cuckoofair.co.uk">Safety@cuckoofair.co.uk</a>

## 2 Incident Reporting & Management

### 2.1 Incidents / Emergencies / Fire

In the event of a fire or other incident, please do NOT dial 999 but call Event Control via their mobile number (see your confirmation letter) – they will contact the Emergency Services. The alarm should be raised via the Zone Manager and neighbouring stallholder(s) warned of the danger. If time allows unplug any electrical items and isolate gas.

Depending on the severity of the incident you may be asked to vacate your stall and leave your products. Ensure all of your team are accounted for and please leave the area as directed – it is for the safety of you and others.

### 2.2 Accident Reporting

Event Control will take the lead role in logging, taking action, monitoring status, and confirming closure of all incidents from 0600 through to 1800. It is important that any accident should be reported immediately to Zone Managers, Event Security, Information Centre or Event Control, so that appropriate action can be taken with regard to emergency services and so that it can be recorded in the Incident Log. Contact Event Control via their mobile number which is listed on your Confirmation Letter.

### 2.3 Incident Management

The DCF has a structured response and recovery plan to a significant or major incident. This includes acts of terrorism, significant weather, fire breakout and large scale medical incidents. In the event of a significant or major incident all DCF Officers will have identifiable high visibility clothing on and members of the public and Merchants will be directed accordingly.

## 3 Applications & Allocation Processes

### 3.1 Showman's Guild

The Merchant agrees that any booking in no way grants them Showman's Guild Rights to the fair.

### 3.2 Applications for Pitches

Last year's stallholders receive priority booking. Application forms are sent to those exhibitors we would like to invite back in November, and must be returned by the end of the year to guarantee a place.

Rural craft demonstrators are particularly welcome. Those applicants who compliment the large selection of existing crafts will be contacted in the New Year. Commercial caterers are severely restricted as we prioritise fundraisers for local good causes.

All applications will be assessed for quality and variety as part of the booking process. The Downton Cuckoo Fair's policy is to promote primarily Wiltshire, South West and British sourced products. Priority will be given to merchants confirming in writing that the product they use has been sourced and supplied from Wiltshire or the South West and this fact will be clearly advertised by the merchant at the Fair. Sustainability is another key factor. The DCF prefers small company or sole-owner operated stalls.

Bookings are only accepted on a fully completed, signed and dated official application form. Applications must be signed by the Merchant, or in the case of a limited company, be signed by a Director or appropriate officer of the company, as confirmation of accepting the terms and conditions detailed in this and associated documents.

The key milestones with the application are:

Invitations sent to previous Merchants	November
Previous Merchants invitations returned before	December
New stall booking forms sent out	January
New stalls forms returned	February
Confirmation letters sent out	March

The Fair offers the following types of pitch:

- Traditional Space is 2.5m by 2.5m (Stalls in the marquees are now 3m frontage x 2.5m deep)
- Maxi spaces available in yellow, orange, green and purple zones are 3m x 3m
- Pitch space in Memorial Gardens and Produce Market is 3m x 3m
- Entertainment space consist of 6m x 3m gazebos at The Bull Hotel and The White Horse
- The Maypole arena is 12m in diameter
- The Co-op arena is 15m x 10m.

With the exception of the Produce Market and the White Zone all pitches are on grass.

### 3.3 Payment

Please refer to the application form for pitch prices and payment arrangements. Payment in full must be enclosed/made with the application. Post-dated cheques/payment at the Fair will not be accepted. Payment must have been cleared by the bank before pitches are confirmed and passes posted to Merchants. Merchants are prohibited from exhibiting at the Fair until all monies have been paid.

### 3.4 Pitch Allocation

The position of pitch is at the discretion of the relevant Booking Manager. The Booking Manager will endeavour to meet

all reasonable requests made by the Merchant regarding the position of his/her pitch. It will be the Merchants' responsibility to make sure this location request is known to the Booking Manager on the application form.

No refunds will be given if a Merchant is not satisfied with the location of their pitch on arrival at the Fair.

Where possible we try to separate similar products offered for sale but reserve the right to give the public variety and choice. Please ensure you give us as much information as possible on your application form.

Please check the location of your pitch on the layout plans on the web-site BEFORE arriving onsite so you know where you are going and what car park you then go to – this aids setup of your stall.

### **3.5 Pitch Boundaries**

All Merchants must not use any part of the Fair outside their allocated plot. Please do not encroach onto the walkways and ensure your queuing customers keep them clear as well. Walkways, access points, fire exits and doors must not be obstructed. Space booked must include room for vehicles, tow bars, guy ropes etc. Additional space cannot be allocated on the Fair day. If the Merchant uses any part outside their allocated pitch, they will be required to move back into their pitch. If the Merchant continues to exceed their pitch, the Booking Manager/Officers reserve the right to close the pitch and demand the Merchant ceases trading without refund to the Merchant.

### **3.6 Pitch Numbers**

Pitch numbers will be displayed on the pitch and provided to the Merchant in the pack sent prior to the Fair. Also note that the layouts of the zones shown on the web-site are indicative only. The definitive allocation is as detailed in your booking confirmation letter.

### **3.7 Refusal of Applications**

The Officers/Booking Manager reserves the right to reject any application for a pitch and the right to cancel the Merchant's use of a pitch at any time without any reason being given. In the event of refusal or cancellation Downton Cuckoo Fair Ltd will not enter into correspondence on the subject.

### **3.8 Withdrawal or Cancellation by the Merchant**

Cancellation must be in writing to the relevant Booking Manager. For cancellations more than 28 days before the Fair, after the pitch has been re-let the booking fee will be returned minus an administration fee of £10.00 per payment attempt. To reflect Money Laundering legislation the refund will be made to the account it was paid from. No refunds will be given after 28 days before the Fair.

### **3.9 Sub-Letting**

The Merchant shall not sub-let any part of the pitch.

### **3.10 Exclusivity**

The Fair will not grant exclusivity to any company to promote or sell goods at the Fair.

### **3.11 Merchant Details**

The application form provides details of how the Merchant is provide the required information and the provision of the information indicates your acceptance of its publication on the DCF web-site. NB we'll only accept updates from the email provided on your booking form.

## **4 Cancellation or Abandonment by the Officers/Force Majeure**

If at the absolute discretion of Downton Cuckoo Fair Limited the Fair, in full or in part, becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Fair for reasons beyond the reasonable control of Downton Cuckoo Fair Limited including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of God, strikes, riots, disease or any other cause Downton Cuckoo Fair Limited reserves the right (but shall not be obliged to) to cancel or abandon the Fair in full or in part. In these circumstances the parties agree and acknowledge that the Fair shall not have any liability to the Merchant for refunds or additional expenses or charges or to make payment for any other loss or damage suffered by the Merchant.

## **5 Liability, Indemnity, Insurance & Licences**

### **5.1 Disclaimer of Liability**

Save for death or personal injury caused by the negligence of Downton Cuckoo Fair Limited, its servants or agents, Downton Cuckoo Fair Limited will not be responsible for death, injury, disease or damage or loss caused by/to any Merchant or by/to their property or servant or or agent or by/to any Exhibit of whatever nature exhibited at the Fair by the said Merchant from whatever cause whether before, during or after the Fair.

Although Downton Cuckoo Fair Limited hold public liability insurance, no responsibility is accepted for loss howsoever caused, including earnings, theft, damage, power failure, bad weather, event cancellation etc.

### **5.2 Indemnity by the Merchant**

Downton Cuckoo Fair Limited maintain the right to recover from the Merchant any costs incurred by Downton Cuckoo Fair Limited should the Merchant be legally liable for any claim or part of a claim in conjunction with the event.

The Merchant will indemnify the Fair for all claims arising out of the Exhibit and the Merchant's staff and invitees

conduct at the pitch and against all claims, demands, proceedings, costs or expenses whatsoever in any way relating to or arising out of use of the pitch by the Merchant.

The Merchant will indemnify Downton Cuckoo Fair Limited for any claims which may at any time be made against Downton Cuckoo Fair Ltd in relation to the pitch, including any claim made by the general public, its customers, the Merchant's employees, volunteers and invitees, arising wholly or in part from any act or omission of the Merchant.

You further agree to indemnify Downton Cuckoo Fair Limited and its Committee, Officers, and Organisers against all claims, losses, penalties, fines and costs that may be incurred as a result of your failure to comply with this condition, and to pay to Downton Cuckoo Fair Limited any such sums on demand.

## 5.3 Insurance

The Merchant must fully insure, including adequate third-party insurance, the stall, displays etc (including stock if any) and the Merchant's fixtures and fittings. You must have your own Public Liability Insurance, minimum of £2M cover, and if applicable Product Liability Insurance. The Booking Form outlines any specific cover limits eg organisations running high risk activities such as multi-rides, fairground rides or inflatables will require a minimum limit of £5 million for Public Liability. If the Merchant fails to do this, he/she will not be allowed to participate in the Fair nor will be entitled to a refund. Evidence of insurance must be available on the Fair throughout the duration of setup, Fair and the break down period.

Merchants are advised to consider insuring against adverse weather conditions that could affect the running of the Fair. Downton Cuckoo Fair Ltd accepts no liability for any loss of trade or reduced footfall due to adverse weather and/or poor ground conditions.

## 5.4 Licences & Certificates

All Merchants must complete the Health & Safety checklist before the Fair, ideally as part of their booking. Note the Officers will use the checklist for any on-site inspections.

All catering/food/produce pitches must have food hygiene certificates available for review on Fair day. It is recommended that stalls obtain a copy of the "National Guidance for Outdoor and Mobile Catering" freely available from the Chartered Institute of Environmental Health.

Merchants selling alcoholic beverages must apply to Wiltshire Council for a TENS - Temporary Events Notice – and display it on their stall and have a qualified person as defined by the licencing laws for their operating hours at the Fair (1000 – 1630).

By signing the application form you agree and accept that the responsibility for ensuring that you apply for any licenses (eg alcohol, fire, electrical, food, gas, fairground etc) required is yours. You agree to obtain all licences required for the operation of your stall, and you agree to comply with the terms and conditions of any licences during the event.

Details of all licences and certificates (eg alcohol, fire, electrical, food, gas, fairground eg ADIP/PIPA, etc) and relevant insurances must be provided to the organisers by 1st March in the year of the Fair.

Organisers of fairground/amusement activities and caterers/food stalls must take responsibility for health and safety and abide by the appropriate regulations and codes of practice. Every effort should be made to safeguard against "damage to" or "theft of" articles such as shoes and clothing left in their charge.

## 6 Fair Passes & Access

### 6.1 Vehicle Movements

There is a traffic plan in force during Fair day and all Merchants must follow directions from signs, car park marshals and Officers. Only the minimum necessary movement of vehicles will be allowed – drive carefully as other merchants are also moving around the Fair Site.

There is a 5mph maximum speed limit in force across the Fair site, including car parks. This will be strictly enforced especially during build and breakdown phases. NB DO NOT drive over ramps and/or cones.

Vehicles should use hazard lights when moving around the site. Vehicles must at all times be driven by a properly licensed and fully insured driver.

Vehicles left in the car parks are left at the owner's risk. Parking is NOT permitted behind stalls with the exception of one co-located vehicle per stall in the Memorial Gardens/Produce Market. Vehicle parking on site must not obstruct emergency exits or emergency routes.

Vehicles, including trailers, that are operated whilst parked on the Greens / Memorial Gardens must have spreader boards under all wheels.

The Downton Cuckoo Fair Ltd reserves the right to restrict vehicle movement in adverse weather conditions. In the event of poor ground conditions, the Downton Cuckoo Fair Ltd may be in the position to offer chargeable assistance to move vehicles and trailers on and off site. Merchants should ensure they know the location of the towing eye on their vehicle. The Downton Cuckoo Fair Ltd accepts no liability for any damage incurred during the course of towing or otherwise assisting in moving Merchants' vehicles.

### 6.2 Merchant Car Passes

Included in the price is the provision of ONE free car park pass for ONE vehicle per booking in the official car parks. Vehicle passes are required on fair day only. Car park pass and pitch location will be sent to you when your booking is

confirmed. Additional passes can be requested from the Booking Manager. In the case of fire you must leave your on-site contact details, including zone, pitch and mobile number, clearly visible in your vehicle. Please see the 'Booking & Supplier Info' section on the web site for further details eg maps, zone layouts etc.

### 6.3 Fair Access

Merchants may have access to the Fair during the following dates and times:

Friday	No access
Saturday	Please be on-site and setting up before 0830 otherwise your pitch space may be forfeit
	The Borough closed to all traffic 0830. No vehicles will be permitted to enter the site between 08:30 - 18:00
	All Merchants' vehicles are to be removed to the appropriate car park(s) by 09:00
	No vehicle, of any type, shall be driven, ridden, or pedalled around the DCF site between 09:00 - 16:30 unless officially authorised by Event Control
	All vehicles remain in car parks. No vehicles are allowed out of car parks until the end of the Fair – nominally 16:30 but maybe later if required – please wait until released by an officer of the fair after 1630. Any delay in the start of vehicle movements will be in the interests of safety.
	The Borough re-opened to all traffic 1800.

### 6.4 Communications

Merchants must listen out for and respond to broadcasts via the public address system. This will include health and safety announcements, incident updates, incident and emergency broadcasts. There will also be details on the DCF Facebook and Twitter feeds pages. These can be accessed via the DCF web site.

## 7 Nature of Displays

### 7.1 Description of Exhibits

Every Merchant must complete a short, but detailed description of his/her stall for free entry into the online Fair Guide. Goods sold and services offered and the manner of selling must, in the opinion of the Downton Cuckoo Fair Committee (DCFC), be conducive to the event. Merchants can only sell/promote goods and services as described on their application form. The Officers have authority to remove Merchants from the Fair whose goods are not clearly displayed for the public before sale. It is also your responsibility to ensure that the goods you offer for sale are fit for the purpose that you sell them.

You must have your own Public Liability Insurance and if applicable Product Liability Insurance.

### 7.2 Use of Social Media & Copyright

The DCF digital media (web-site/Twitter/Facebook) must be the sole source of key information - in the event of an emergency it is used to provide important updates about the situation to the Merchants and the wider public. Merchants are not permitted to copy details of the Downton Cuckoo Fair from our web-site / social media onto their own digital media (website, Facebook, Twitter etc). All material on the DCF web site, social media etc is trademarked and copyrighted including the logo and name. Merchants may link to our web-site / social media accounts.

### 7.3 Trading/display Hours

Pitches must be open and manned continuously from 1000 to 1630 on Fair day. You are NOT permitted to sell goods from the rear of your stall. You must stop selling promptly at 1630.

### 7.4 Stalls with Animals

The sale or use as a prize of any animal is forbidden.

Merchants wishing to include livestock/animals on their pitch must obtain permission from the Booking Manager first and ensure they have the necessary DEFRA/movement licences in place. Ecoli and other diseases can be spread from animals to humans. A minute amount of bacteria can cause significant illness particularly in children. All stallholders with animals must display handwashing signs and provide suitable hand washing facilities. Please take time to remind visitors of the importance of good hand hygiene after they have been in contact with animals or before eating food. Please ensure that animal faeces is kept away from areas where it may be subject to visitor contact. If Merchants require water then this available from the centrally located Memorial Centre outside tap by the disabled parking bay.

### 7.5 Signs

All Merchants must display a clear sign bearing the Merchant's name, or trading name, as displayed in the Fair Guide and required under the 1985 Business Names Act. The sign must not overshadow neighbouring pitches. Merchants must display their prices clearly. Failure to do so may result in the Merchant being asked to cease trading.

### 7.6 Advertising around the Fair

Merchants are not permitted to canvass visitors or to distribute advertising materials outside of their own allocated Pitch. Merchants are not permitted to fix advertisements to any part of the Fair including marquees, street furniture, vehicles in the car parks without permission from the Booking Manager. Political statements / advertisements are prohibited.

## 7.7 Merchant Staff

Each Merchant must nominate an individual as the responsible person for their stall. They will ensure that their team are aware of the relevant regulations and the 'Information for Visitors'. Merchants must not use public address equipment, noisy engines or make any noise or behaviour to cause a nuisance or annoyance to other Merchants, the public and/or The Fair organisers. Officers will decide what constitutes a "noise" or "annoyance" and may request the Merchant to cease using said equipment or behaviour. Merchants must not tout for business outside the confines of their pitch.

Merchants are responsible for ensuring that no alcohol is sold/given out from their Pitch by children or young persons in accordance with the Licencing Act 2003. Likewise alcohol must not be sold to persons who are / appear under-age.

Any verbal or physical abuse of any kind towards visitors, customers, staff or volunteer Officers will NOT be tolerated on the Fair or on the surrounding areas including the car parks.

## 7.8 First Aid & Fire Extinguishers

Each stall must have a fully stocked, in date, First Aid kit including bandages and waterproof dressings. A responsible person needs to take charge in the event of accidents. Certificates must be available for inspection.

An Ambulance and First Aid team are stationed next to the Memorial Hall – in the centre of the Fair. They can be contacted via Zone Managers, Event Security, Information Centre or Event Control via their mobile number which is listed on your Confirmation Letter.

Following revised guidance from the Events Industry forum and their Purple Guide as backed by the HSE all Merchants must bring fire fighting equipment appropriate for the fire risk of their stall/equipment. Any fire equipment provided must be kept readily available for use.

## 7.9 Radios & Drones

Merchants must not use two-way radio or radio microphone equipment at the Fair. The flying of unauthorised drones & kites is not permitted on the Fair (including car parks).

## 7.10 Photographers

No unauthorised person at the Fair (including car parks) shall ply for trade as a snapshot or video photographer or solicit trade with visitors to the Fair in any capacity deemed by the Officers to cause annoyance. Officers reserve the right to remove anyone who does not follow this term.

## 7.11 Merchant's Dogs

Merchants wishing to bring their dogs to the Fair must ensure they comply with the 'Information for Visitors' details on the web site. <https://cuckoofair.co.uk/info-4-visitors-how-to-enjoy-the-fair>

# 8 Items Sold / Services Provided

## 8.1 Sale of Food & Drinks from Pitches

No Merchant other than food and drink stalls will be allowed to sell food or drink at the Fair. Please also see section "5.4 Licences and Certificates" above. General stalls are authorised to offer visitors small amounts of food and/or drink free of charge. All catering (cooking food for immediate consumption/sale of chilled food) and food retail (selling pre-packaged food for later consumption) must follow good food hygiene and safety guidance and practices at all times. This will include having a current and up-to-date HACCP plan; effective management of allergens and a score of not less than 4 in their last EHO inspection.

## 8.2 Alcohol

Merchants must ensure they follow the rules regarding the prevention of crime and disorder, public safety, the prevention of public nuisance and protection of children from harm in the Licencing Act 2003. Merchants are responsible to ensure they do not sell alcohol by/to anyone who appears, drunk, disorderly or under 18 years of age. Alcohol must only be sold in plastic glasses or in sealed containers (maximum 75cl each) for consumption AFTER the Fair. Please also see section "5.4 Licences and Certificates" above.

## 8.3 Sustainability & Plastics

Where possible Merchants should use containers, cutlery, napkins and any other disposable materials made from recyclable or sustainable materials. Merchants shall provide appropriate packaging. If a Merchant is considered to have created excessive waste then they will be asked to cease trading and will not be invited to future Fairs. Plastic straws are not permitted at the Fair. Your pitch must be operated in a clean, hygienic and tidy condition at all times.

## 8.4 Collections & Games

Merchants who are a charity or other organisation wishing to make appeals for contributions towards funds and/or wish to hold a draw, must first obtain permission from the Booking Manager in writing. Collections must not be made outside the allocated trade/exhibition space. Games of chance, auctions and lottery are prohibited.

## 8.5 Banned Items & Face Painting

No balloons, Chinese lanterns, small plastic freebies or similar items are to be sold or given out at the Fair or in the car parks. The Officers have authority to remove Merchants from the Fair who exhibit "Cheap Jack" articles. The definition

for “Cheap Jack” is defined by the Officers. No Merchants other than authorised face painters (as agreed with the Booking Manager) will be allowed to sell or offer face painting anywhere at the Fair.

No version (including replicas) of flying products eg Chinese lanterns/drones, revolvers, pistols, laser pens, fireworks, throw bangers, spray string or the like, pea shooters, knives, catapults and crossbows may be displayed, sold or used at the Fair. Any Merchant found displaying, promoting or selling such items will be removed from the Fair immediately and will not be invited to exhibit at future fairs.

## 8.6 Receipts

All items sold, with exception of food and drink, over the value of £25 should be accompanied with a receipt bearing the Merchant’s trading address and trading phone number.

## 8.7 Goods Ordered at the Fair

All orders taken at the Fair must be delivered promptly. Where the delivery time is expected to be more than 3 months after the Fair date, customers must be made aware of this at the time of ordering. Failure to abide by this condition may result in the Merchant not being invited back for future years.

# 9 High Risk Activities

## 9.1 Smoking / Open Fires

Smoking is not permitted in any marquee or other structure erected for use on the DCF site, including gazebos, toilets and marquees. This includes the use of e-cigarettes or similar. If smoking in any other area please ensure that you dispose of cigarette ends safely.

Charcoal is not permitted. Solid fuel for forge is permitted in Memorial Gardens only. No unauthorised cooking stove or BBQ of any description must be lit within the Fair area. Anyone authorised, when lighting such must ensure they have the appropriate fire-fighting equipment, first aid kit and that they are screened to prevent visitors and staff being put at risk of injury or death.

## 9.2 Generators / Vans

Apart from ice cream vendors, no generators or engines are permitted in The Borough.

We prefer the use of diesel generators at the Fair. Generators must be operated in a safe, well-ventilated location. All generators must be properly maintained and operated correctly in accordance with the manufacturer’s requirements. These must be silent running, properly earthed and with outputs protected by an approved RCD trip system. The generator must have been recently tested with an in force certificate to that effect. Sharing of electricity between stalls is prohibited.

For vans with running engines and generators hot exhausts must be kept away from potential combustibles e.g. packaging, boxes, tents etc.

All fuel containers must be suitable approved containers (maximum 30 litres of fuel) and they should be stored out of direct sunlight and any potential ignition sources. Refuelling must be with the engine/generator off. Engines/Generators should be allowed to cool sufficiently before refuelling using approved containers begins. It must be carried out safely in accordance with the manufacturer’s recommendations and following the appropriate procedures eg Petroleum (Consolidation) Regulations 2014 (PCR).

A 6kg dry powder extinguisher that is in date, serviced and certified by a competent engineer must be placed with the generator / van

## 9.3 Catering

All stalls that are cooking, selling chilled or pre-packaged food at the Fair must reflect the relevant industry guidance eg NCASS, appropriate registration eg Food Standards Agency, Food Hygiene Rating Scheme, allergen labelling. As the Cuckoo Fair is held in Downton which is in Wiltshire then caterers/food/produce stalls will also need to comply with Wiltshire Council Environmental Health – see their website - <http://www.wiltshire.gov.uk/env-health>. Burners must be suitably sited and must have been examined and tested by a competent person and with an in force certificate to that effect. Please also see section “5.4 Licences and Certificates” above. All hot food catering stalls must be provided with a 6kg dry powder extinguisher and fire blanket as a minimum. In addition, catering stalls with deep fat fryers should also have a wet chemical extinguisher (F Class).

## 9.4 Liquid Petroleum Gas (LPG) / Helium / Compressed Air

Only cylinders approved for use must be used. LPG cylinders are not allowed to be used within marquees, gazebos or other enclosed spaces. They must be located away from the public in the open air and should be sited in a secure area and also fastened to ensure they cannot easily topple over. The maximum quantity of LPG in cylinders on any stall, including LPG connected to appliances or equipment should not exceed 2. Under no circumstances are jubilee clips to be used.

Merchants with gas on their pitches must comply with all Fire Safety Regulations, HSE regulations and relevant guidance eg NCASS, CIEH, UKLPG or Calor. All gas operated equipment should have been checked by a competent Gas Safe registered gas fitter and certified as safe. Copies of this documentation must be available on the Fair site for inspection. Appropriate fire extinguishers must be provided where LPG cylinders are in use/stored and a competent person

present.

## 9.5 Electrical Equipment

All electrical equipment, lead, sockets etc. must comply with the electrical safety regulations and be in good working order. These must be protected by an approved RCD trip system. All electrical equipment must be PAT tested, with a current sticker on the equipment and evidence available at the Fair. Extension leads must not be overloaded and all leads, sockets and devices must be kept away from public access eg dug into the ground or covered by protectors.

## 9.6 Machinery / Trailers

All static machinery should be secure, and no part of a raised machine should rely solely on hydraulic pressure to keep it in the raised position eg must be mechanically locked or braced to prevent collapse. Any moving exhibit should have a barrier restricting access to visitors.

Machinery Demonstrations – Adequate precautions must be taken to protect the operator and spectators, only competent operators are to be allowed to use the machinery. Booking Manager (via the form) and Event Control must have been informed and provided approval of any proposed demonstrations

Displays – Knives, blades, spikes and other sharp edges are to be guarded and all engines immobilised and horns disconnected.

Anything considered unsafe by an Officer maybe closed down and/or removed from the Fair.

Those with manned/large trailers etc that are positioned on grass must bring boards to go under all wheels of sufficient size to prevent sinkage.

## 9.7 Entertainment Displays / Apparatus

These must comply with 'HSG175 Fairgrounds and Amusement Parks – Guidance on Safe Practice'. They must be run by qualified adults, provided with the necessary safety fences, operated within the designated areas and have up to date and in force inspection tag/certificate eg PIPA / ADIPS. The documentation must be available at the Fair.

Every effort should be made to safeguard against "damage to" or "theft of" articles such as shoes and clothing left in their charge

## 9.8 Fire Extinguishers & Fire Equipment / Inspections

In addition to any specific requirements in the sections above these are general requirements. All extinguishers must be properly maintained and tested and serviced in accordance to BS506:PART 8:2012. Certificates may be checked. Adequate members of the merchant's team must be trained and certified in fire warden and extinguisher training – this is a certificated training course and a legal requirement.

Merchants must comply with Fire Safety requirements throughout the build-up, actual Fair and breakdown periods. The Downton Cuckoo Fair Ltd reserves the right of inspection by one of its Officers of any Merchant's Pitch and the Officers have full authority to order the use of the appliances or equipment to be discontinued immediately if in their opinion they constitute danger. The decision of the Downton Cuckoo Fair Ltd is final.

# 10 Pitch Build-up & Breakdown

## 10.1 Deliveries

Merchants must not make any arrangements for items to be delivered to the Fair. The Downton Cuckoo Fair Ctee will not sign for any deliveries on behalf of Merchants. There is no vehicle access after 0830.

## 10.2 Contractors

If you are planning to use contractors then the Booking Manager must be informed at the time of application. Merchants are responsible for ensuring all contractors are notified in advance of the Terms & Conditions of the Fair as detailed in this document and other relevant information provided from the Booking Manager, including pitch locations. Merchants are responsible for appointing competent contractors and ensure they hold the correct method statements, risk assessments and insurance to comply with Health and Safety law and relevant legislation. The Downton Cuckoo Fair Limited reserve the right to cease any work from a contractor which its Officers deems to be unsafe without any right to refund or compensation. Downton Cuckoo Fair Limited will not be held responsible for any dispute between a Merchant and contractor or enter into any dispute, which may arise out of private work undertaken. Any cost incurred before, during or after any dispute will not be the responsibility of the Downton Cuckoo Fair Limited.

## 10.3 Structures

Merchants are responsible for ensuring that their structures (eg their gazebo / displays, pitches, masts etc) are safe, erected within the boundaries of their pitch and be secured reflecting the forecast weather conditions.

All sharp points and extended parts, particularly those at head height for visitors, should be masked to protect the visitor from injury. Any moving exhibit should have a barrier restricting access to visitors. Signs and promotional material should be secure to prevent injury to visitors.

## 10.4 Electricity for Stalls

Electricity supply (240v, nominal 5a) will only be available for Purple Zone Marquee stalls 51 – 63 – no sharing with other stalls is permitted. Merchants must have booked the provision via the Booking Manager via the Booking form. Supply is available from 0900 on Fair day. The Fair cannot guarantee additional electricity connections will be available

on Fair day. Merchants must have an in-force valid PAT certificate(s) for their equipment to be connected. No PAT certificate, no connection. Unauthorised electrical connections between pitches is prohibited.

Merchants must have informed the Booking Manager.

### 10.5 Breakdown of Pitches

Merchants and/or their staff may not take down their structures until after 1630 on Fair day. They are required to be off-site by 1730.

### 10.6 Restoration of Pitch (including Rubbish)

If the Merchant damages the ground on their pitch eg breaks the soil/scorching/oil stains, the Merchant must restore the ground before leaving the Fair. Your pitch must be left in a clean, hygienic and tidy condition. All small items of rubbish must be cleared from the pitch and placed into designated bins. Merchants are asked to ensure that if they have many items / bulky rubbish they are taken by themselves and not placed in the smaller Fair bins. Any hire items (eg tables / chairs) must be placed on the edge of the green nearest the 'B' road.

### 10.7 Failure to Clear

If the Merchant fails to clear their site in the manner and timescales required then the Downton Cuckoo Fair Ltd will undertake the work and charge the Merchant an appropriate amount.

### 10.8 Overnight Arrangements

The Fair does not provide overnight facilities for Merchants.

### 10.9 Security

The Fair site is not secure. The Downton Cuckoo Fair Ltd will not be held responsible for the loss, theft or damage of any vehicles, goods or gazebos, displays, stock etc. on site in the build-up, on Fair day or during breakdown. All Merchants are fully responsible for the security of their pitch and stock and all claims arising from the conduct of the pitch.

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Please note: These terms and conditions are subject to change with the latest copies and updates available on the web site.