



## Hornsea Carnival Traders Enquiry Form

Please Note an Invoice will be sent upon receipt of this completed form.

Carnival Year to which you are Applying :
Company / Trading Name:
Business Type / Description:
Contact Name:
Address:
Telephone / Mobile:
Email:
Social Media Links:
Website:

	Friday	Saturday	Sunday	Outdoor	Craft Tent*
Trading Days / Pitch Location Please indicate with a - ✓					

Please Provide Pitch Size required (meter's – if Outdoor)	Width:	Length:	N/A				
You Require an Area for your own Seating? (meter's if Outdoor)	Width:	Length:	N/A				
Craft Tent * – How many spaces do you Require?	1	2	3	4	5	6	N/A

You have Public Liability? (Please Circle)	Yes	No	N/A
You have Risk Assessment? (Please Circle)	Yes	No	N/A
You have PAT for all electrical appliances you will be using (Please Circle)	Yes	No	N/A
You have a Food Hygiene Certificate? (Please Circle)	Yes	No	N/A

We will require any Certificates to be submitted digitally with your payments, and all certificates should cover the full duration of the event. And could be requested at any point during the event, failure to show these certificates on demand by local council inspector could result in immediate cessation of any activities and is beyond our control and as such we cannot be held liable.

Note \* - Craft / Food tent Table Size 6" x 2" Priced per space of this table size – No Electric supply provided.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Forms can be returned to: Hornsea Carnival Committee, c/o Carnival Trading Team  
13 Wellington Avenue, Hornsea, East Yorkshire, HU18 1SQ  
More Information can be found on our website - <http://www.hornseacarnival.org.uk>



## **Hornsea Carnival Committee Terms and Conditions V1 Traders and Exhibitors booking conditions**

Bookings will be confirmed on receipt of a booking form and full payment of the issues invoice or 50% of the issued invoice either payment constitutes as the booking fee for the event with the balance due no later than 1<sup>st</sup> of May of the Carnival Year (bookings are on a first come, first served basis). Exhibitor/traders agree, on submitting a booking form, to pay the full cost of the booking type which they have chosen on the booking form. Booking a stall by email or post is a binding legal agreement. Refunds are not available except at the sole discretion of Hornsea Carnival. Full balance of payment is required before bookings become confirmed and before Exhibitor/traders enter the event.

Completed Booking forms must be returned ASAP of the Carnival Year to which you are booking. This to comply with East Riding of Yorkshire Council Licensing regulations.

Booking forms must be accompanied by the correct and most recent copies of the following:

- A copy of your public Liability Insurance
- A risk assessment and method statement relative to your pitch
- A food Hygiene Certificate (if applicable)
- A copy of your Market traders Association card (if applicable)
- Risk assessments must categorise risks as low, medium or high.
- Method statements must show how risks, other than low risks will be controlled and managed to reduce the risks to low.

Booking forms that are not submitted with the correct insurance, licences, risk assessment and methods statement will not be permitted into the event.

Every effort will be made to avoid duplicate stalls and too many stalls of a similar type, however Hornsea Carnival does not offer refunds in the unfortunate event of such an occurrence.

Should Carnival be cancelled by the committee for any reason outside of the committee's Control such as COVID your booking fee will be transferred to the following year.

In the event of Exhibitor/traders wishing to cancel a Booking, they will still be liable to pay the full cost of the stall type which they have chosen on the booking form. No refunds will be made. Cancellation must be made by post or email by the person who booked and has signed the booking form.

Location of Exhibitor / Trader within the Park / Craft tent will be decided upon by Hornsea Carnival. layouts and positions are at the absolute discretion of Hornsea Carnival.

Acceptance of Exhibitor/trader, sponsorship and event programme advert bookings are solely at the discretion of Hornsea Carnival. Bookings may be refused to avoid stall duplication or for any other reason at the sole at the discretion of Hornsea Carnival. Reasons for refusal or cancellation will be given if requested.

Any amendments to your booking that involve re-invoicing, may incur an administration fee of £25.

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## **Exhibitors' / Trader's responsibilities:**

The Carnival Committee will not be responsible in any way for any articles, plant, machinery or object of any kind exhibited on the ground deemed by the Carnival Committee.

The Exhibitor/traders are responsible for any accidents or injuries to the public caused by their products, display stands or their use of the space allocated to them, and must arrange their own Public Liability Insurance cover and Employers Liability Insurance cover, and have current Food Hygiene and Electrical Safety certificates as applicable. All electrical equipment used must be PAT tested and may be inspected before the event starts.

The Exhibitor/traders shall assume full responsibility therefor, including liability for all claims arising out of the exhibition, handling or housing of such exhibits and the conduct of the stand generally.

Exhibitor/traders are responsible for their own goods at the event and no responsibility is accepted by Hornsea Carnival for loss, damage or financial loss due to abandonment or cancellation of the event due to severe inclement weather or other factors beyond our control or any other factors. Hornsea Carnival will not be able to refund any money taken in advance of the event in any circumstances.

The Exhibitor/traders shall indemnify the Carnival Committee against all claims, damages or expenses whatsoever in anyway arising out of the presence of the exhibitor or exhibits on the Carnival site.

Acceptance of the foregoing provisions shall be a condition of entry.

## **Insurance**

Traders and Exhibitors must take out comprehensive insurance against fire, theft and public liability, all other risks including loss of business not only as regards their own property, but also against third party claims.

You must ensure your insurances, licenses, risk assessments and method statements are available to view throughout the weekend. You may be called on to provide these for examination by ERYC inspectors and / or Carnival Committee H&S representative.

## **Disclaimer of Liability:**

The Carnival and its members shall **not** be responsible whatsoever for any accident, damage or loss (however caused) to any article, person, animal or property brought onto the site or while entering or leaving the Carnival grounds. Each exhibitor shall be solely responsible for any loss, injury or damage that may be done to, or occasioned by, or arising from any machinery or person or other article, or any animal, or property exhibited by him/her, and it is a condition of entry that each exhibitor shall indemnify and hold harmless the Carnival Committee and its members from and against all actions, suits, expenses and claims on account of such damage, injury or loss.

The Carnival Committee have full and free right to accept entry, to cancel any entry after being made and accepted, to refuse admission to the site of any proposed exhibit and/or order to be removed, at the risk and expense of the owner thereof, any exhibit which has been admitted to the site. There shall be no obligation upon the Carnival Committee to offer any explanation as to the reason for such action and the Committee shall not incur any liability or responsibility in the matter.

## **Health and Safety Information**

The Carnival Committee must ensure Health & Safety laws are complied with as such please take time to read the following:

- Ensure you have your Risk Assessment and Method Statement for your ride / stall current
- Public Liability Insurance, Health & Hygiene Certificates documents available for examination at all times during the weekend
- Carry your own fire extinguisher (if applicable)
- Observe a 5 mph speed limit whilst on site
- Do not move any stall / ride or vehicle once sited. In case of an emergency, please Speak with the Hornsea Carnival Health and Safety officer
- Do not block public access routes or emergency access roads
- Ensure you are familiar with First Aid, Police and Fire locations
- Report all accidents/ incidents to a Carnival Health and Safety officer.
- Ensure all stalls / rides are properly secured at all times, in accordance with manufactures recommendations where relevant or applicable particularly inflatables,

Exhibitor/trader are responsible for their behaviour at all times and must ensure that any members of staff or volunteers behave appropriately. Shouting, threatening or unruly behaviour, abusive language, violence, or disrespect in any way to other Exhibitor/trader, visitors, security, medical staff, event staff, event volunteers, the organising team, or any other people within the park, will not be deemed acceptable in any circumstances and anyone who is found to be in breach of this may be subject to eviction from the event at any time with no explanation and no refunds.

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## Your Rights

Under the Distance Selling Regulations individuals have the legal right to cancel bookings within 14 working days of purchase. For details of how to exercise this right please contact us via our Website [www.HornseaCarnival.org.uk](http://www.HornseaCarnival.org.uk)

While processing bookings or enquiries, we store Exhibitor/trader details so that we can organise the event and communicate with stallholders about bookings or enquiries. People can also separately opt to have an email address stored so that Hornsea Carnival can keep them updated with news and special offers. In any case, we undertake to store your email address securely in line with the requirements of the UK's Data Protection legislation. We will use it only internally within Hornsea Carnival and will not disclose it to other organisations except as below. To protect you from receiving unwanted emails, phone calls or junk mail, we shall not pass your email address or other personal contact details on to other companies. If you have given us your email address, but do not want to receive any correspondence from us in the future, please let us know by contacting us. Any details you provide us with will only be used to contact you or to satisfy the purpose for which it was collected.

We use information provided by Exhibitor/trader internally and will only share it with other people or organisations who need to know it for limited purposes as part of working with us in our normal business activities (e.g. payment providers, email newsletter subscription providers, postal companies, venues and the media for event marketing). Such companies and individuals will have access to information needed to perform these functions, but may not use it for any other purposes, and are required to process the data in accordance with the UK's Data Protection legislation.

Should you wish to be removed from our database please contact us via our website and we will remove your data from our records, and not contact you again.

## Charity Collections

Charity collections may only be made on stalls that are booked for that specific charity and when they hold the correct license for collecting in public, where applicable.

Collectors are requested not to walk around the park collecting as this would be in direct competition with Hornsea Carnival who will be fund raising for future events during the Carnival.

## Set up and Breakdown Information

Any instructions given by carnival committee members must be adhered to, this includes change of pitch, and failure to do so may result in being asked to vacate the site. In this case, no refunds will be given.

Traders and Exhibitors will be allowed into the Hall Garth Park site via the entrance on Cinema Street (off Newbegin, HU18 1PA) to set up as follows:

- Friday from 8.00am until 3pm
- Saturday from 7.00am until 9.30am
- Sunday from 8am until 9.30am
  
- Please ensure you have your booking receipt to show at the gate.
- All units and stalls must be sited by a carnival committee member.
- Units and Stalls must **NOT** be brought onto site and left / unhitched unless on their designated pitch, traders may be asked to leave if they cause an obstruction

Traders and exhibitors will be permitted to breakdown at the following times.

- Friday from 10.30pm
- Saturday from 5.30pm
- Sunday from 4pm

If you have any concerns, please contact your designated carnival contact to discuss further. The timings are in place to aid health and safety on site.

**All traders must remove their own waste to the skips provided or take with them when they leave the site.**

A large skip is on site near the public toilets. Any Trader or Exhibitor leaving any waste or refuse on site (other than in the designated skips) will receive a **£500 fine** and could be prohibited from attending further Carnival Committee events

For the purpose of clarity and for this document, the term : TRADER / EXHIBITOR will mean any Crafter, Trader, Charity, Fairground Ride, Entertainer or any other vehicle, person or article booking or using the Carnival grounds for the duration of Hornsea Carnival

**By signing the booking form, you are agreeing to the terms and conditions of the booking and have read and understood the information above.**

**These Terms and Conditions may be varied or added to at any time without notice.**

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