

# FOLK in a FIELD - Contract for Traders 2024

This contract made between HORNCASTLE PRODUCTIONS, (hereinafter called THE MANAGEMENT) of the one part and

Insert name here\*

(hereinafter called THE TRADER) of the other part. It is mutually agreed between the two parties as follows:

The Management hereby engages The Trader and The Trader hereby agrees to trade the engagement set forth upon acceptance of all listed terms and conditions.

Event Date: 4th, 5th, 6th & 7th July 2024
Location: Bradmoor Woods
Narford Lane
West Acre
Kings Lynn
PE32 1UL (approx.)

Folk in a Field Festival is a small family friendly festival whose sole purpose is to put on a weekend of fun, quality music, food, beer, activities and trade. What little money is generated is reinvested into the following year.

Hello, we're looking forward to having you on site with us for FIAF 2024. Please read, sign and return a copy.

From the A47 please follow signs saying "FIAF". There will be further directions on site.

<u>Please arrive on THURSDAY 4<sup>th</sup> JULY AM between 7am and 12pm</u> to set up and wait to be told where to go. The campsite will be open to the public at 12pm on Thursday 4<sup>th</sup> July to set up camp. Doors to the site will be open at 5pm so ALL cars must be off site before 5pm

Thursday and not return until 7pm Sunday.

# Event running times:

Thursday 4<sup>th</sup> July 2024 – 5pm gate open to public – 12am finish Friday 5<sup>th</sup> July 2024 – 7am gate open to public, 12am finish Saturday 6<sup>th</sup> July 2024 – 7am gate open to public, 12am finish Sunday 7<sup>th</sup> July 2024 – 7am gate open to public, 7pm finish

All vehicles must be off site by Midday on Monday 8<sup>th</sup> July 2024 unless pre-arranged with The Management.

You must provide proof of public liability insurance when paying your deposit for your pitch. You will not be able to trade without it.

NO soft or alcoholic drinks are to be sold on any part of the site which includes the car park, camp site and main festival arena by you or any employee or other representative on your behalf unless pre-arranged.

When you have unloaded, please use the parking especially reserved for you and tell Management if you intend to camp when booking your pitch.

There is no hook up to site generators, and due to fire regulation and being in a wooded area, there is a ban on petrol generators. There will be a water point close by. If waste is generated at your stall, please arrange to collect and remove it to the skip provided on site. All rubbish is graded and sorted into recycling at the depot.

Take care of money and equipment, as it will not be covered by our insurance.

You must hold any relevant insurance/safety certificates for what you are trading.

The trading arena is enclosed by a 1m high pallet wall, trade pitches will be in the arena with your camping pitch. Your exact position in the arena will be on a first-come-first-served basis when you set up. If you would like to trade next to someone in particular, please arrive at the same time to avoid disappointment.

We do not allow excess vehicles to park next to stalls. Only vehicles detrimental to the stall can remain in the trading arena. Space is very limited and one of our USP is the intimacy of

the site. There is a safe location very close where your tents may be set up. If this is a problem you must raise it with Horncastle Productions at the time of booking your pitch as changes to this agreement will not be accepted on the day.

Your stall must be made for purpose and professional, no oversized camping tents or caravans to be used as stalls unless agreed by management at time of application. Do not leave it to be discussed on the day.

You must bring all tables/chairs/gazebos etc you need for your stall.

You may arrive and set up any time from 7am Thursday 4<sup>th</sup> July 2024. Queues for the public will form from 11am so we advise to arrive as early as possible. Security will be on site 24/7 during the week leading up to the event. And 24hr CCTV will be operating throughout the weekend.

There will be an unloading bay for all traders to use throughout the event, for the top up of supplies. Your time slot of up to 30 mins will be recorded at the gate. There is a strict time limit in place for safety reasons. An excess of cars parking will cause a grid lock and we cannot afford cars and vans to spill over into the fire lane. If you go over your agreed time, and you cannot be found or contacted by phone, your vehicle will be towed out of the way. Horncastle Productions and Folk in a Field Festival Limited and any of its employees, marshals and/or volunteers will not be liable for any damage caused during this process.

#### Pitch Fees

Please bare in mind that pitch fees have stayed largely the same the last 4 years. Now with our rising costs and the additional trading Thursday evening and all-day Friday we felt that an increase in pitch fee was fair.

There will be a total of 28 compulsory hours trading. You may of course stay open later.

Trading hours are:

Thursday: 5pm – 9pm minimum Friday: 9am – 5pm minimum Saturday: 9am – 5pm minimum Sunday: 9am – 5pm minimum

Pitch fees are £150 for one 3m pitch, and any additional space is charged at £40 per 1m. (e.g. a 5m pitch takes up one 3m pitches and two additional meters at £230 total. This works out

at £60 per day.) Please take into consideration any guide ropes you may need. This includes entry to the festival for two people only on your pitch. These are collected on the day on arrival. Any additional people who are not trading will have to purchase a ticket; children are exempt.

We also need to know the length of your vehicle as this form part of your pitch size.

#### Wristbands

These will be collected at the gate on arrival. A MAXIMUM of 2 adult wristbands per pitch. If you require more adult wristbands, you must arrange this with Horncastle Productions prior to the event. Extra wristbands requested on the day will be charged at full festival ticket price.

We are expecting about 1700-2000 people each day.

### PETROL GENERATORS ARE STRICTLY FORBIDDEN DUE TO FIRE REGULATIONS.

Please send a brief description of what you trade and a picture if you have it, this may be included on our website or brochure.

If you are offering workshops, please state your session times if you have any so they can be advertised prior to the event.

1.1

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a)acts of God, flood, drought, earthquake or other natural disaster;
- (b)epidemic or pandemic;
- (c)terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d)nuclear, chemical or biological contamination or sonic boom;
- (e)any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];
- (f)collapse of buildings, fire, explosion or accident; [and]

(g)any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)]; (h)non-performance by suppliers or subcontractors [(other than by companies in the same group as the party seeking to rely on this clause)]; and (i)interruption or failure of utility service.

- 1.2 Provided it has complied with Clause 1.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 1.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

## 1.4 The Affected Party shall:

(a)as soon as reasonably practicable after the start of the Force Majeure Event [but no later than 1 day from its start], notify the other party [in writing] of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b)use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

1.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 weeks' written notice to the Affected Party.

50% of the agreed pitch fees must be paid once your application has been accepted. Any delay will see your booking and contract void. The other 50% must be settled by the 1<sup>st</sup> June 2024. Failure to do so will result in the cancelation of your pitch without refund. You may pay the remainder any time before that date. Payment details are below. If you cancel your pitch after the 1<sup>st</sup> June 2024 or you do not attend, you will fees will not be refunded.

Payment details on the next page:

# HORNCASTLE PRODUCTIONS Lloyds Bank Sort Code: 30/96/26

Account Number: 76629560

Please put your trading name in the reference box when paying so we can find your payment.

Full name of applicant:
Trading Name:
Contact email address:
Contact Tel:
Number or traders on stall:
Names of traders/workers/helpers on your stall:

Pitch Size in meters length and width INCLUDING VEHICLE:
Length:
Width:
Total pitch cost £
Pitch fees (LENGTH ONLY): 3m - £150 Any extra meter - £40
Signed:

Please email to: <a href="https://horncastleproductions@yahoo.com">horncastleproductions@yahoo.com</a>
or post to: Horncastle Productions, 36, Hall Road, Bawdeswell, Dereham, NR20 4SQ