

HPP Festival Rules [v2023.1]

Horsham Performers Platform (hereafter “HPP”, “we”, “us”, “our”) exists to advance the musical education of the public. We provide a performance platform for amateur musicians, incorporating adjudication from professional musicians. HPP is a registered charity (Registered Charity Number 1176489). Our registered address is HPP, c/o 32 Billingshurst Road, Broadbridge Heath, Horsham, West Sussex, RH12 3LW.

This document contains annotations, which do not constitute part of the rules themselves, but which serve to help the reader to obey the rules, or to explain how we may operate in practice with regard to the rules. These annotations are shown in square brackets “[]”.

1. Eligibility

[HPP is unusual for an adjudicated music festival in that it is not competitive; performances are unranked and adjudicated only to a grading, not a numerical mark. This gives us the interesting flexibility, which we are currently exercising, to create audience- and performer-friendly programmes of performances which are unrestricted by the usual performance-class eligibility criteria of age/school year group and grade level. Hence, there are no “classes” as such, not even “open” classes. The entry form requires age grouping and ability level grouping to be selected, but these responses are used only to help us to programme the performances for each session aiming for that session to be both enjoyable and appropriately educative for all performers and audience members attending it.

If, in the future, we choose to reintroduce traditional performance classes, then Section 1 of these rules will be expanded as necessary.]

1.1. We commit to promote equality of opportunity, to secure fair participation for any under-represented group, and to absolutely reject unlawful discrimination of any kind.

1.2. Professional, or former professional, musicians are ineligible to enter into the festival as performers, except:

- on instruments on which they can reasonably be considered as amateur (not deriving, nor having derived, a large part of their income by playing or/and teaching them),
- as conductors of senior ensembles, choirs, or orchestras (for which the options *Other* and *Ensemble* were respectively selected for the fields *School year group* and *Performance format* on the festival entry form),
- as members of ensembles, choirs, or orchestras, whether junior or senior, or
- as duettists.

[Professional, or former professional, musicians are, of course, permitted to participate non-adjudicated and non-certificated as accompanists or as conductors of junior ensembles, choirs, or orchestras.]

2. Entries, cancellations, withdrawals

2.1. We commit to abide by our Privacy Policy (available on our website).

2.2. Entries must be submitted either by using the online entry form or by upload to Dropbox of a correctly-completed mass entry spreadsheet.

[Both can be found on our website.

For the purposes of these rules, our policy documents, and our operation, submission of an entry form is taken to include the upload of a mass entry spreadsheet, and someone who submits an entry form is called an *applicant*.]

2.3. Submission of an entry form is evidence of that applicant's permission for us to store and use the personal data collected by the form on both themselves and the performer(s) they named on the form, subject to our Privacy Policy. We accept no liability for any damage caused to any applicant or performer due to our storage and usage of their personal data accordant with our Privacy Policy.

[For applicants like musical instrument teachers, who are usually not the parent or guardian of the performers they name on festival entry forms, it is vitally important that they have obtained permission both for themselves, directly, and for us, indirectly, to store and use the personal data of those performers. They should hold prior evidence of these permissions being granted, for instance, by an agreed teaching contract containing appropriate clauses.]

2.4. Entries submitted after 23:59 on the closing date may be refused, but we will consider mitigating circumstances.

[Our website will display the closing date while the festival is open for entries.

Applicants wishing us to consider late entries should contact us, using the online contact form on our website.

Note that the online entry form will become inactive at 23:59 on the closing date, but the mass entry spreadsheet will remain downloadable afterwards.]

2.5. We will only process the entries of a given applicant if the balance due from that applicant in payment of the fees for all their entries is zero by 08:00 on the day following the closing date (except for accepted late entries; Rule 2.4).

[The cross-check with our bank records is made using the applicant's Customer ID; if the applicant fails to set their Customer ID as the payment reference in their bank transfer, this cross-check may be delayed or result in inconvenience to the applicant, for which we accept no liability.]

2.6. Entry fees are non-refundable, except:

- on our cancellation of the relevant festival performance session or whole festival,
- on cancellation of an entry by the applicant within fourteen days but only if the fees for that individual entry exceed £42, or
- by agreement of the HPP Committee.

[The exception listed second above is in accordance with the Government's Distance Selling Regulations (DSRs). The vast majority of, if not all, HPP entries are exempt from the DSRs, as their individual fees do not exceed £42. Their fees are non-refundable as soon as they are submitted. This includes withdrawals, which in turn includes withdrawals due to unavailability; the entry form is designed to account for periods of availability of performers.

Although entry fees are non-refundable for withdrawals, we request and appreciate notification of withdrawal as early as possible.

Applicants wishing to contest non-refunds should raise a complaint with HPP; see Section 5.]

2.7. If it is established that an entry fee is to be refunded, we will refund the amount cleared in our account which was in payment of the fee, and will aim to do so within thirty days.

[For instance, if full payment for the fee has cleared already, then the fee will be refunded in full.]

3. Performances, adjudications, certificates

3.1. The performance of an accepted entry, its adjudication and its certification are all at the discretion of the lead festival organiser present for the performance (usually an officer of the HPP Committee). If a performer breaches one or more rules of Section 3, that festival organiser may exercise sanctions of non-certification, non-adjudication, or non-performance, whichever they deem appropriate given the nature of the rules breached and the severity of the breaches. No such sanction entitles the applicant of that entry to a refund of the entry fee.

[In practice, we will always strive to allow entries to complete without sanction, except when we could reasonably be accused of blatant unfairness or bias, or the session programme would become too delayed or interrupted.

If the festival organiser deems that a performer in breach of the rules can perform but without adjudication or without the usual graded certification, then the performer may instead receive an ungraded certificate of participation.]

3.2. Performers must bring their completed appointment slip to the festival.

[We email the appointment slip for each entry to the applicant in advance of the start of the festival. It must be printed out and completed for the information requested on it. When the performer arrives at the event, the steward on the front desk will ask them to hand over their completed slip.]

3.3. Performers must not arrive late for the start of the session in which they are performing, as stated on their appointment slip, unless they or their representative has agreed this with us in advance of the session.

[In practice, we will try to accommodate a late-arriving performer if the festival schedule can reasonably be maintained. Their performance may be rescheduled for the end of their session.

When programming the festival, we aim to make the duration of each session suitable for those scheduled to perform in it.]

3.4. Performers and accompanists not performing from memory must read only from printed music or from a copy for which they can show that they have written permission to do so from the publisher.

[Performers or accompanists in breach of this rule may be breaking the law and will certainly be in breach of the Music Publishers Association's codes of practice on copyright works. Although this rule exists to deter performers from reading from unauthorised copies and may be enforced by us, we accept no liability; performers use copies at their own risk of the wider consequences.]

3.5. Pieces set by musical instrument examination boards (e.g., ABRSM, Trinity College London, Rockscool) but which are marked as "reprinted by permission and for use only in connection with the examinations of the Royal Schools of Music", or similar wording, are not permitted to be performed at the festival, unless the performer can show that they have written permission to do so from the original publisher.

3.6. Performers must bring a hard copy of their music for the adjudicator to use during their performance, unless the respective applicant has agreed an alternative solution with us well in advance of the start of the festival.

[One photocopy of the music may be made for the adjudicator's use. We retain it after the performance and destroy it immediately after the festival has concluded.

Our agreement to alternative provision of music for the adjudicator (for instance, on a digital tablet) is subject to the adjudicator's agreement also, which we will seek on the applicant's behalf.]

[N.B. We encourage every performer to announce their piece to the audience after the adjudicator has indicated that the performance can begin.]

3.7. Performers may use recorded backing tracks as accompaniment, but only if they bring their own device or devices both for playback of the track and for its audio reinforcement (sounding sufficiently loudly in the performance area).

[Although we may provide audio reinforcement equipment, performers should not expect this and should come prepared.]

3.8. Performers who use recorded backing tracks as accompaniment, but who halt their performance due to expiration of batteries in any of their devices used for playback and audio reinforcement, may not be allowed to repeat the performance.

3.9. Performances must be completed within the time limit selected on the corresponding entry form.
[Performances which run beyond their time limit may be stopped by us or by the adjudicator.]

3.10. A performance reasonably interrupted by a disturbance outside of the control of the performer will be allowed to restart, if safe to do so. Only the completed performance will be adjudicated.
[Nevertheless, performers should exhibit good performance discipline and try to continue uninterrupted by minor disturbances in the performance area.]

3.11. Subject to the other rules given in this document, the adjudicator will award each performance with one of the six gradings which comprise the grading system of the British & International Federation of Festivals, as described below. Their decision on that grading is final.

- Fair (limited in both technique and artistry),
- Moderate (demonstrating some development of technique or/and artistry),
- Merit (demonstrating capable technique or/and artistry),
- Commended (convincing in both technique and artistry),
- Distinction (excellent in both technique and artistry),
- Outstanding (exceptional in both technique and artistry).

[N.B. Certificates will be presented to performers immediately after the adjudicator has addressed the audience. Soloists, duettists, and members of trios and quartets will each individually receive a certificate. An ensemble with five or more members will receive a single certificate.]

3.12. Performers who do not collect their certificate when it is presented within the session but who still wish to claim it must do so within fourteen days of the end of the festival.

[We encourage all performers to stay to the end of the session they have performed in, not merely to receive their certificate to applause but also to support the other performers and to hear the adjudicator's comments on their own performance.]

4. General attendance at the festival

4.1. We accept no liability for damage to or loss of musical instruments or personal property brought to the venue of any of our festivals.

[In practice, we sweep the venue for lost property at the end of each session.]

4.2. Mobile phones must be switched off in the performance area. Anyone seen using a mobile phone may be instructed to leave the area. If they are a performer yet to perform, they may forfeit their performance without refund of the entry fee to the applicant.

4.3. We commit to abide by our Health & Safety Policy (available on our website), and encourage all festival attendees to commit to those parts of it which are also relevant to them.

4.4. We accept no liability for any injury sustained by any attendee while at the venue of any of our festivals.

4.5. We commit to abide by our Safeguarding Policy (available on our website), and encourage all festival attendees to commit to those parts of it which are also relevant to them.

[Key parts of our Safeguarding Policy are also repeated as rules here.]

4.6. The unauthorised taking of photographs or recording of video or audio is not permitted at any time anywhere in the festival venue. Anyone seen unauthorised using a device capable of photography or recording, which includes mobile phones, may be instructed to leave the venue. If they are a performer yet to perform, they may forfeit their performance without refund of the entry fee to the applicant.

[We may authorise photography and recording for certain reasonable purposes, as per our Safeguarding Policy.

Any attendee concerned about any photography or recording they see happening should contact the Festival Safeguarding Officer.]

4.7. We accept no liability for the appearance of specific children in photographs by authorised photographers or in video or audio recordings by authorised recorders of video or audio.

[Parents/guardians/carers must withdraw children not wishing to be included in a photograph by an authorised photographer before it is taken, and likewise for authorised recordings.]

4.8. Young children should remain with their parents/guardians/carers and exhibit good behaviour at all times.

Parents/guardians/carers are responsible for them throughout their attendance; our volunteers do not undertake to accompany nor to supervise specific children or families. If the festival organisers feel that the entourage of a performer has disrupted or is disrupting the event, they may instruct both the performer and their entourage to leave the venue, in which case the performer may forfeit their right to perform without refund of the entry fee to the applicant.

[For the elimination of doubt, the second sentence of this rule means that we do not offer a chaperone service.]

5. Complaints

5.1. Complaints about HPP must be directed to us in writing, using the online contact form on the HPP website, or by writing to HPP's registered address (given near the start of this document). The HPP Committee will aim to investigate and resolve a complaint within thirty days of it being raised. Its decision on the resolution of a complaint is final. A designated member of the Committee will aim to respond formally to the complainant within seven days of the decision being reached.

[In practice, complaints may be resolved much more quickly than thirty days, but this duration allows for the complaint to be raised on the agenda of a regular HPP Committee meeting.]

As is standard voting practice for committees, if the possible resolutions of a particular complaint split the Committee equally by vote, then the Chairperson's decision carries as the Committee's decision.]

5.2. If a complaint concerns the time of submission of an entry, the definitive time of submission will be the automated timestamp of the submission of the online entry form or of the upload to Dropbox of the mass enrolment spreadsheet.

5.3. Any complaint about a specific HPP festival event which has not been raised within thirty days of the end of that festival will be dismissed without consideration.

5.4. Any complaint about a specific HPP festival adjudication will be dismissed without consideration, as the adjudicator's decision is final (Rule 3.11).

[This includes complaints about the awarded grading being too low or too high.]