

Belmont Festival Stall Holder Terms and Conditions (July 2022)

Booking the Pitch

1. Only the Applicant nominated on the Belmont Festival Pitch Application Form (The Stall Holder) shall trade at the pitch.
2. The Stall Holder shall trade only from the position that is allocated by the Festival Committee.
3. The period of use under this permit will commence at 12.00 and expire at 17.00 on the day of the Festival.
4. The Pitch Booking Fee must be paid in advance of the Festival at the time of booking.
5. Once accepted, the Pitch Booking fee is non-refundable. There will be no refunds for inclement weather. The Pitch Booking Fee will be refunded should the Pitch Application be refused by the Festival Organiser for whatever reason.
6. If the Stall Holder wishes to transfer the permit to another Stall Holder, a new application form must be submitted by the transferee and must be accepted by the Festival Organiser. We reserve the right to refuse the new application to guard against over-duplication of goods to be sold.
7. The Stall Holder shall give notice in writing of any changes of addresses in their original application form for a stall at the Belmont Festival and such notice shall be given within five working days of the said change.
8. Stall Holders shall clearly display a notice showing the Booking Reference supplied by the Festival Organiser.
9. Stall Holders shall keep available their Booking Acceptance with them at all times and shall present it for inspection when required to do so by a Festival Organiser or Police Officer.
10. The Stall Holder shall take out, and maintain for the day of the Festival, third party public liability insurance cover with a minimum liability of £2,000,000. Evidence of this cover must be provided to the Festival Committee prior to the Festival.
11. The Festival Committee will not be liable for any loss or damage, consequential or otherwise, to any Stall Holder's property or produce.

Goods for Sale

12. The Stall Holder shall use the stall for the sole purpose of exhibiting and selling therein articles or goods of the description specified in their Belmont Festival Pitch Application Form and shall not exhibit or expose for sale therein any articles or goods of any other description without having first obtained the written consent of the Festival Committee.
13. No articles or goods shall be exhibited on, used at or sold from the stall which, in the opinion of a Festival Organiser, are of an objectionable nature, are likely to cause a mess, are dangerous or likely to cause fire or explosion. **Specifically** no fireworks, (including exploding caps or throwdowns) or aerosol strings.
14. No alcohol is to be sold from the stall.
15. The Stall Holder shall make sure that all trading complies with any relevant legal requirements. In particular, no Stall Holder shall sell counterfeit or otherwise illegal products.
16. Perishable and consumable goods may only be sold with the prior agreement of the Festival Committee. Where agreed, the Stall Holder may only store such perishable goods in a manner and at a place first approved by the Festival Committee for that purpose.

The Pitch and the Stall

17. The positioning of stalls within the Festival Area is at the discretion of The Festival Committee. The final allocation will be designed for the overall benefit of the Festival patrons by the Festival Committee and is final.
18. Pitch dimensions are 3m wide and 3m deep; in addition a 1m safety gap must be maintained between stalls on either side and between the Pitch and the building behind.
19. The Pitch is an area of road/ pavement demarked by lines on the ground. The Pitch is a space only (i.e. no tables, chairs, shelter or any other fittings are provided). As the Pitch is on hard standing, it is not possible to stake anything to the ground. Please bring suitable weights to secure any shelter you bring with you.

Definitions:

Festival Organiser	Any person nominated by the Festival Committee as being responsible for the proper conduct of stalls operating within the Festival Area or an authorised officer of the Council.
Festival Area	Station Road (west of railway bridge), Kings Road, Queens Road (adjacent to Belmont War Memorial Garden), the Belmont War Memorial Garden, Belmont Rest Garden and St John's Church and grounds.

20. Any shelters erected must be properly secured and must be taken down immediately at the request of a Festival Organiser if considered unsafe.
21. It is not allowed to fix the stalls, the stall shelters or any other items to street furniture in such a way as to cause permanent damage or marks. Under no circumstances must anything be fixed or attached to any adjacent private property.
22. The Stall Holder shall set up their stall in such a way that any commercial retail premises behind the stall is clearly visible through the stall. This does not prevent the use of a clear, 'see through', sheet at the back of the stall.
23. The Pitch must be kept tidy at all times. Nothing must be placed outside the pitch or in the safety gaps.
24. The Stall Holder shall not install any heating, lighting, electrical, cooking, generators or mechanical apparatus whatsoever and connection to any associated power source without the previous consent in writing of the Festival Organiser and then only in such manner as shall be specified in such written consent.
25. The Stall Holder shall, at all times, make sure that any agreed heating, lighting, electrical, cooking, generators or mechanical apparatus whatsoever associated with their stall shall be placed, installed, maintained, and operated in accordance with the provisions of the Health & Safety at Work etc. Act 1974, and all regulations made thereunder. Safety Certificates may be required to be shown to the Festival Organiser on demand. Failure to provide Safety Certificates may result in the Festival Organiser requiring the equipment to be removed immediately.
26. The Stall Holder shall make sure that no disturbance to occupiers of adjacent premises or stalls shall be created by noise, smell, or type of display. In particular, amplified sound must not be audible from within adjacent premises or interfere with the enjoyment of organised Festival Entertainment.
27. The Stall Holder shall make sure that, at all times, no inconvenience, danger, or obstruction shall be caused to members of the public in any manner whatsoever.
28. Stall Holders are responsible at all times for the proper conduct and operation of the stall and shall comply with any requirements of a Festival Organiser.
29. The Stall Holder shall immediately remove their stall or goods for so long as may be necessary if requested to do so by a Police Officer or by a Festival Organiser in an emergency.

Set Up and Take Down

30. The Stall Holder must set up their stall between the hours of 10.00 and 11.30 on the day of the Festival. During the set up period the Stall Holder's vehicle can be parked near their pitch, but we request that these be removed as quickly as possible. When parking, please try not to obstruct the road for other stall-holders and co-operate with Festival Organisers. All vehicles must be removed from the Festival Area by 11.30am. Reserved parking for **one vehicle** per stall will be made available to Stall Holders nearby (approx 250m away).
31. Stall Holders' vehicles will not be allowed within the Festival area for the duration of the Festival (11.30 to 17.15 or later at the discretion of a Festival Organiser for safety reasons). You are advised to arrive no later than 10.30am. **DO NOT ARRIVE LATE AS YOU WILL NOT BE ALLOWED ENTRY.**
32. Stall Holders are expected to trade for the duration of the Festival. Note that vehicles are not allowed into the Festival Area for the duration of the Festival (see above) should the Stall Holder wish to leave before the end of the Festival.
33. The Stall Holder shall remove everything used for the construction of the stall, any boxes or containers and all goods and other articles from the Festival Area within the 2 hour Take Down period at the end of the Festival (17.00 to 19.00).
34. All rubbish from the stall must be taken away from the Pitch during the Festival Take Down Period (and during the Festival if excessive or at the request of a Festival Organiser) and placed in one of the Festival refuse disposal bins which will be positioned around the Festival Area or taken away with you.
35. At any time during the Set Up or Take Down period, the Stall Holder shall remove or reposition forthwith any vehicle in the Festival Area if required to do so by a Festival Organiser.