



**TROWBRIDGE VILLAGE PUMP FESTIVAL**  
**2010**  
**Schedule of Terms & Conditions**  
**For**  
**Non-Food Trading**

# Trowbridge Village Pump Festival

## Schedule of Terms & Conditions

### For Non-Food Trading

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#### **1 DEFINITIONS**

- 1.1 Throughout this document, and the assigned Application Form, the terms 'you' or 'yours' explicitly means the person and or organisation recorded on the assigned Application Form.
- 1.2 Throughout this document, and the assigned Application Form, the terms 'Trowbridge Village Pump' or 'Festival' explicitly means the Trowbridge Village Pump Festival 2010.
- 1.3 The Trowbridge Village Pump Festival is operated by Trowbridge Village Pump Festival Ltd.

#### **2 GENERAL CONDITIONS**

- 2.1 All applicants must be 18 or over to trade.
- 2.2 A signed and dated copy of an assigned Application Form and a cheque for £100, to be deemed as a deposit, must be received for your application to be considered.

The signed and dated Application Form will comprise your acceptance of the terms and conditions laid out in this document.

Note: Clearance of the cheque will not constitute acceptance to trade.

- 2.3 You will be informed via email if your application has been successful.
- 2.4 Unsuccessful applicants will be duly notified and receive a cheque in respect of the deposit amount paid.
- 2.5 Applicants who have been notified that their application has been successful and subsequently withdraw from the Festival will forfeit the deposit paid.
- 2.6 Payment of the outstanding amount, i.e. pitch fee less deposit paid, as notified to you by invoice, will fall due on 1<sup>st</sup> June 2010.
- 2.7 In the event that a presented cheque does not clear you will be asked to provide a valid method for the due amount plus any fees incurred by Trowbridge Village Pump Festival Ltd plus an administration fee for resolving the transaction of £50.

Failure to provide a valid method of payment will result in cancellation of any agreement to trade and forfeiture of any monies paid.

#### **3 INDEMNITIES AND CERTIFICATIONS**

- 3.1 You are required to have the following provisions in place and valid during the full and inclusive period indicated for trade as stated in Section 7:
  - Personal or business insurance providing sufficient indemnity for all your operations and extending to the activities of your personnel;
  - Safety certificates for all appliances and equipments in compliance with current United Kingdom legislation and recognised guidelines as pertinent to the activities to be undertaken.
- 3.2 At a minimum, the following must be available on arrival at site and on your stall at all times during the Festival:
  - Insurance Certificate – to cover any hazard or loss, which may occur at the Festival as a result of your or your personnel's attendance and trading activity, specifically providing a Public Liability indemnity of not less than £1 million (£1,000,000);
  - Electrical appliance safety certificate indicating the test status and condition of all electrical appliances and equipments, certified by qualified electrical engineer, that are intended to be connected to the site power supply;

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- A Health and Safety and Fire Risk Assessment that follows and complies with the guidelines of the Health and Safety Executive of the United Kingdom and is demonstrably operational.

3.3 Failure to provide the above will be deemed a substantive non-compliance (see Section 11).

3.4 Copies of the above are to be provided prior to the Festival; such copies must clearly show validity for the full and inclusive period indicated for trade as contained in Section 7.

#### **4 CONSEQUENTIAL LOSS**

4.1 In submitting a signed Application Form you accept that the Trowbridge Village Pump Festival or any of its designated staff, crew and volunteers, or subcontracted organisations are not responsible or hold any liability for any financial losses incurred by you or your personnel, or for any loss or damage of your equipment, goods or personal belongings, or personal injury of yourself and your personnel.

#### **5 FORCE MAJEURE**

5.1 In the event of an unpredicted unforeseen incident or condition which materially affects the occurrence of the Trowbridge Village Pump Festival and is beyond the control of the Festival and alternatives have been explored but considered not applicable this contract will be considered void with no recourse to refund of paid deposit or fees.

#### **6 FRUSTRATION**

6.1 In the event of a supervening incident this contract will be considered to be frustrated and materially affected from performance. In such case this contract will be considered void with no recourse to refund of paid deposit or fees.

#### **7 SITE OPERATIONS**

7.1 The Trowbridge Village Pump Festival and its designated staff and crew are solely responsible for the allocation of pitch sites.

7.2 You may not sub-contract your stall or any part of your stall.

7.3 Access to the site is from 9am, Wednesday, 21<sup>st</sup> July 2010.

7.4 Your stall must be set up to trade by midday, 12pm, Thursday, 22<sup>nd</sup> July 2010; this is to ensure that your premises are ready and available for inspection by the designated crew of Trowbridge Village Pump Festival and the appointed local authority officials.

7.5 Your pitch must be vacated and cleared by 5pm, Monday, July 26<sup>th</sup> 2010.

7.6 Hours of trading during the declared opening times of the Festival are for you to determine; the Festival, on commencement, does not impose any periods of closure.

7.7 You will be allowed to park one vehicle within your pitch for the purpose of storage and or accommodation.

7.8 A vehicle that has been placed on your pitch may not be removed until the site has been declared safe for vehicular movement by the Festival Health and Safety Manager.

Vehicles may be removed from site on the granting of the specific permission of the Site Manager or Site Operations Manager or Festival Health and Safety Manager, as an exigency, due to acceptable changes in circumstance.

In such cases provisions will be made, via the Site Operations Team, for vehicles to be escorted safely to the appropriate site exit; these arrangements must be followed in order to ensure safe movement across, and through, areas of public access.

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Vehicles moving across the site must travel at a walking pace with vehicle hazard lights switched on and be escorted by Trowbridge Village Pump Festival designated staff or crew.

- 7.9 Vehicle movement on site is strictly forbidden between 6pm, Thursday, 22<sup>nd</sup> July 2010 and 8am, Monday, 26<sup>th</sup> July 2010.
- 7.10 Any vehicles requiring to be moved during the Festival must be placed in the designated public car parks.
- 7.11 All deliveries to your stall by vehicle must be completed by 6pm, Thursday, 22<sup>nd</sup> July 2010.
- 7.12 The size of your pitch will be shown on your confirmation email.

Any displays or racks or additional items placed outside of your stall must not extend further than two metres from the marked front line. Any item placed two meters beyond the front line will be required to be moved in order to preserve walkways, thoroughfares, and evacuation routes in accordance with the Trowbridge Village Pump Festival Site Policies and Procedures.

- 7.13 Thoroughfares and walkways must be kept clear and maintained free of obstruction by any items originating from your pitch, this includes subsequent disposal of any material by members of the public following purchase from your stall.
- 7.14 You are obliged to keep the area 10m in front of your stall tidy and free of rubbish. Any waste and rubbish you or your personnel or members of the public purchasing from your stall generate must be placed in the disposal points provided.
- 7.15 On leaving the site you must ensure that your pitch has been left tidy and in good order and that a member of the Trowbridge Village Pump Festival designated crew has deemed it so. Any costs for cleansing your site may be charged to you.
- 7.16 You will not be permitted to start trading until such time as the Trowbridge Village Pump Festival Health and Safety Manager has deemed the site in a prepared condition for safe operation in compliance with local authority requirements as embodied in the conditions of the site licence and enacted in the Trowbridge Village Pump Festival Policies and Procedures.
- 7.17 In the instance of adverse weather conditions a ban on all vehicle movement across the whole site may be imposed.
- 7.18 No amplified music or PA systems are allowed within your pitch. The Trowbridge Village Pump Festival or their designated crew reserve the right to confiscate your equipment should it prove necessary, for the duration of the Festival, at your risk and expense.
- 7.19 No animals or pets are allowed on site except guide or carer dogs. Any animals brought on to the site will be removed at your expense.
- 7.20 Care must be taken not to cause any damage or change to the site, or to any of the fittings, equipment or any other property belonging to the site or to the Trowbridge Village Pump Festival. Any damage arising from your trading activities or activities associated with you or your personnel, whether accidental, consequential or deliberate, will be rectified and charged to you in full.

#### **8 PROVISION OF AMENITIES AND EMERGENCY EQUIPMENT**

- 8.1 All stalls must have in place a 5kg dry powder fire extinguisher that has been maintained in accordance with the manufacturer's schedule of maintenance and must be compliant to any relevant legislation and Fire Service guidelines.
- 8.2 An electricity supply will be available for you to use should you choose to utilise it; there is no charge for this provision.

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## 9 PROHIBITED ITEMS AND ACTIVITIES

9.1 The following are expressly prohibited from being conveyed onto the Festival site in its entirety:

- Any item whose possession or conveyance comprises a breach of United Kingdom legislation;
- Body piercing equipment;
- Generators;
- Lasers;
- Fireworks;
- Weapons or potential weapons.

9.2 The following are expressly prohibited from sale or use or gratis on your stall:

- Alcohol;
- Herbal highs;
- Permanent tattoos;
- Water pistols;
- Gun caps;
- Drop bombs;
- Silly string;
- Stink bombs;
- Additionally any items that may cause distress to others or potentially cause harm in the judgement of the Festival Health and Safety Manager or designated staff or crew.

9.3 Failure to adhere to and comply with the above will have the following consequences:

- Your stall will be closed;
- You and your personnel will be escorted from site;
- Consequent to the vehicular movement restrictions in force at such time of a breach your property, appliances, and equipments will remain in situ, appropriately secured, and returned to you at a point in time determined by the Festival Health and Safety Manager;
- Reporting of the incident and presentation of any supporting material to an appropriate authority;
- Any and all costs associated with any requisite action arising from such a breach will be charged to you in full.

## 10 APPLICATION OF LEGISLATION

10.1 In signing and submitting the assigned Application Form for consideration you agree without limitation to act and ensure that your working practices, and those of your personnel, are in accordance with the following legislation:

- Health and Safety at Work Act 1974;
- Management of Health and Safety at Work Regulations 1999;
- Manual Handling Operations Regulations 1992 amended 2002;
- Personal Protective Equipment at Work Regulations 1992;
- Provision and Use of Work Equipment Regulations 1998.

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#### **11 SUBSTANTIVE NON-COMPLIANCE**

11.1 Except where explicit terms relating to non-compliance have been laid out in a specific term or condition of this schedule, the following applies without limit:

- The Trowbridge Village Pump Festival and their designated crew reserve the right to remove you from the Festival site if you do not comply with all the obligations as contained within this schedule;
- You will not be permitted to operate your stall or outlet if you or your personnel do not satisfy the licensing requirements of the Local Authority;

11.2 In the event of a substantive non-compliance you will be held liable for all consequential costs as identified by the Trowbridge Village Pump Festival and your paid fees will be forfeit.