



Friday 30th June – Sunday 2nd July 2017

## Traders' Terms & Conditions

TRADING AT HAT FAIR IS SUBJECT TO THESE CONDITIONS. PLEASE ENSURE YOU HAVE READ THEM!

### General

1. Hat Fair is an outdoor arts festival; our first priority is the setting and wellbeing for our performers and audiences.
2. The operation of a market stall must not interfere in any way with any performance.
3. Event opening times are scheduled as follows. **Please note these are the MINIMUM trading times; exact hours will be confirmed by April 2017.**

<b>The Square</b>	Friday – noon to 20:00 Saturday – 10:00 to 20:00
<b>The Broadway</b>	Friday - noon to 23:59 Saturday - 10:00 to 23:59
<b>Abbey Gardens</b>	Friday – noon to 20:00 Saturday – 10:00 to 20:00
<b>The Great Hall</b>	Saturday - 10:00 to 20:00
<b>Oram's Arbour</b>	Sunday 10:00 to 18:00

All stalls must be staffed and operational during these times; stalls must not open late or close before the event closing time without express permission of the Stalls Manager.

4. There is limited space therefore you must remain within your allotted space at all times.
5. We do not permit fly-pitching. Do not arrive at the festival if you have not booked a pitch.
6. Stall location is allocated in advance by the Stalls Manager. The Festival Organisers reserve the right to reallocate stalls if necessary for operational reasons.

**PLEASE NOTE: Every effort will be made to accommodate your choice of venue. However, there are a limited number of pitches available so you may be offered an alternative venue instead.**

7. Trading pitches are non-transferable.
8. You must supply all the equipment that you need – gazebos and weights, tables, power, water, etc. (Exception - water is available from a standpipe at Oram's Arbour on Sunday). Structures must appear as per photos submitted as part of the application and should be presented in an appropriate and appealing manner.

9. You may not operate off a rug/blanket on the ground.
10. The stall fee includes:
  - a. Your pitch
  - b. Pre-event publicity
  - c. Supervision and management of Market Site
  - d. Street Trading Licence (for locations where this is required)
  - e. Waste management and recycling services
  - f. Access to W.C facilities during opening times
  - g. Alcohol trading Licence (if permission for alcohol is agreed by the Stalls Manager)
11. The stall fee does not include:
  - a. Water supply (except at Oram's Arbour)
  - b. Stalls Fire Safety Equipment (see Fire Safety)
  - c. Stalls LPG Gas supply (if needed) (see Fire Safety)
  - d. Staffing to clear up your stalls area during dismantling
  - e. Stallholders' own Employer & Public Liability Insurance, Product Liability Insurance, Loss, Fire & Theft Insurance (see Insurance)
  - f. All other stallholders equipment certifications, risk assessments & trading Health & Safety Policy Documents (see Health & Safety and Electrics)
12. Winchester has very strict licensing regulations. You must comply with these regulations, a copy of which is available from the Stalls Manager.
13. You must comply with Health, Safety and Hygiene regulations and provide the Festival Organisers with required documentation (see Health and Safety, below)
14. When booking your pitch, you must provide the festival organisers with proof of current Public Liability Insurance (see Insurance, below).
15. You may not use amplified sound.
16. You are not permitted to have any animals on your stall.
17. The Festival Organisers have the right to remove your stall from any site location should you not observe the T&Cs.
18. Stall Sharing - It is possible to share a stall with another trader; it is your responsibility to select that person/organisation. An application should be made which will identify the primary contact person who will be nominated to receive all correspondence and payment requests, this nominated person will be liable for all activity associated with the stall.
19. The Festival Organisers reserve the right to object to anything in any way associated with a stall, which is not deemed appropriate, suitable or benefitting the appearance / ethos of Hat Fair.
20. You are expected to manage queues to your own stall and ensure they do not endanger crowd safety.

#### **Arrival and Departure / Vehicle Movement on site.**

1. You must arrive on site within the times stated in your joining instructions.
2. **There is no on-site parking for stallholders trading at The Square, Abbey Gardens, The Broadway or The Great Hall.** At Oram's Arbour, stallholders may park behind their stall in the allocated area.
3. There will be no vehicle movement on site after the time stated in your joining instructions – this includes Oram's Arbour. Deliveries are not allowed during opening hours and you must ensure that you have sufficient stock at your stall. Stallholders will be held responsible for any persons coming on site to deliver

to or service their stall.

4. Vehicles will not be allowed to re-enter the site until the Event Manager deems it appropriate.
5. You must depart from the site no later than the time stated in your joining instructions.
6. All traffic movements to/from/around the site will be supervised by Hat Fair stewards.
7. You must display your Hat Fair 2017 Vehicle Pass on your stall/vehicle at all times.
8. At Oram's Arbour, you must enter the site via the site entrance, and not over the trees along Clifton Road.

### **Waste & Recycling**

1. Stallholders are responsible for keeping their area tidy including frontage and prep area behind your stall. All rubbish should be placed in the appropriate recycling/composting bins provided. Stallholders must remove from site and dispose of any waste oil. Failure to clear your area will result in the forfeit of your environmental bond, where applicable (see Payment, Environmental Bond & Cancellation Policy).
2. Waste water must be put in containers and not poured on to the ground.
3. Water will NOT be available on site at The Square, Abbey Gardens, The Broadway or The Great Hall. Please bring your own if required.

### **Responsible & Ethical Trading**

1. We encourage all stallholders to ensure that their products have been responsibly sourced. This includes gifts, food and drink. If you are able to demonstrate this, your application will be looked on favourably, so please highlight this on your application form.
2. All plates, cups etc. must be biodegradable.

### **Security**

1. Overnight security will not be in place at all sites.
2. The Festival Organisers cannot be held responsible for any loss or damage to goods or equipment left onsite. You are advised to take out sufficient Insurance to cover your goods and equipment for Loss, Damage, Fire and Theft, to remove goods overnight where possible, and to ensure your stall is properly secured at night.

### **Electrics**

1. It is essential the Stalls Manager is fully aware of your electrical requirements prior to the event.
2. You shall be liable for meeting the costs of repairing any electrical faults caused at the event by you or your staff's use of electrical appliances.
3. Power may be available at some sites – please confirm on the application form if you require power to be provided. There is an additional charge for this.
4. **Petrol generators are not permitted on site** – all generators must be diesel / wind or solar powered only. Please advise us in advance of your power requirements and whether you will bring your own generator. All electrical equipment on site must have been tested and have a current PAT test certificate.
5. The Festival Organisers reserve the right to refuse traders the use of their own generators.
6. Please note the use of any heat producing electrical appliances such as fan heaters are prohibited.
7. Electricity is not available at The Square and no generators are permitted at this location.

### **Payment, Environmental Bond & Cancellation Policy**

1. Once an application is approved, Live Theatre Winchester Trust will request payment of the stall fee, the fee for power (if it is being provided) and the environmental bond (for food and drink / coffee / ice cream / snacks stalls and bars only).

2. The stalls application will not be confirmed or a pitch allocated until full payment has been received.
3. **The full balance must be paid in cleared funds by 06.05.17.**
4. An Environmental Bond of £150 (for hot food and drink / coffee / ice cream / snacks stalls, and bars) must be paid with the stall fee. This is to cover inappropriate waste disposal, damage, or additional work required if the stall and area surrounding the stall is not returned to its original condition.
5. Failure to comply with these Terms and Conditions will result in the loss of your Environmental Bond, if applicable.
6. The Environmental Bond, if applicable, will be refunded in full not more than 20 working days after the end of the event, providing there are no charges to levy against the Bond.
7. Should the Stalls Manager decide that charges should be levied against the Environmental Bond, the stallholder will be informed in writing within five working days of the end of the event. Should the stallholder wish to dispute this charge, they should pursue talks initially with the Stalls Manager. If the Stallholder is unhappy with the result of these talks they may take the dispute to Michelle Walker, Artistic Director of Live Theatre Winchester Trust. Any submissions to Ms Walker must be made in writing only. The environmental bond will not be returned during these discussions.
8. The Festival Organisers reserve the right to cancel the Hat Fair market if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, licensing restrictions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.
9. Should the event be cancelled, all stallholders will be refunded their pitch fees, and any additional fees paid. No payments will be made for additional costs incurred by stallholders including, but not limited to, transport costs, loss of earnings or goods bought.
10. If you should wish to cancel your booking for a stall, you must notify the Stalls Manager in writing. The full environmental bond, if applicable, any power costs and 70% of the stall fee will be returned if written cancellation is received before 01.06.16. The remaining 30% will be kept by the Stalls Manager to cover administration costs incurred by the cancellation.
11. No money will be refunded for cancellations made on, or after 01.06.17 with the exception of the environmental bond, if applicable, which will be returned in full.

### **Health & Safety**

1. You and your staff must comply with all current Health & Safety; Food, Drink & Hygiene; and Licensing requirements of the Festival Organisers and Winchester City Council.
2. You must not start trading until you have been given permission to trade by the Stalls Manager and / or the Event Safety Officer, following a Health & Safety Inspection. Health & Safety inspections will be carried out in the morning of your first day's trading, before the event opens.
3. Emergency access routes will be established on all sites, these must be kept clear of traffic and obstacles at all times.
4. All Stallholders will be required to provide the following copies of documentation upon application:
  - a. Certificate of Employers and Public Liability / Product Liability Insurance.
  - b. PAT testing and Gas Safety certificates
  - c. Risk Assessments
  - d. Health and Safety Policy document (*required if you employ 5 or more people*)
5. Food stallholders are also required to provide the following copies on application:
  - a. Food hygiene certificates and Local Authority 'Star Rating' Certificate

- b. Where appropriate a HACCP (Hazard Analysis Critical Control Points) Assessment
- c. Public Liability Insurance to a minimum of £5 million
- d. Portable Gas appliance certificates issued within the last 12 months by a competent approved contractor for all Gas appliances

### **Insurance**

1. All stallholders must provide proof of Employers and Public Liability Insurance to a minimum of £2 million (general stalls) or £5 million (food and drink stallholders)
2. Stallholders are also responsible for ensuring contractors delivering to, or working at their stall are suitably insured.
3. All products and equipment that are brought onto site are done so at the owner's risk and must be suitably insured (eg Loss, Damage, Fire and Theft). The event cannot accept responsibility for any loss or damage that may occur during the event.

### **Fire Safety**

1. Open fires and naked flames are not permitted within the market site – items such as candles must not be lit while on display.
2. Smoking is not permitted within stalls nor within 2 metres of the stall structure. No Smoking signage must be on display inside all cabins.
3. Petrol generators are not permitted on site (all generators should be diesel / wind or solar powered only).
4. Please ensure that you have adequate exit points in the event of a fire. Where appropriate, you should have fire safety equipment (eg fire blankets, H2O and CO2 fire extinguishers). These should have been tested in the last 12 months and must be to the satisfaction of the Event Safety Officer. All structures and drapes must be durable flame-proofed to BS3120.
5. Fire points will be established which will be identified to you during your H&S sign off. You will also be given a briefing document that includes information on emergency procedures and contact details. All your staff should be briefed in what to do in the event of a fire (e.g. where to meet and how to raise an alarm).
6. Stallholders are only permitted to bring one spare container of bottled gas (LPG) on site. All gas containers must be kept outside any structure and secured in an upright position to a solid object to ensure they cannot fall over. Stallholders should speak to the Stalls Manager if they envisage any problems or require further clarification with this.
7. You are required to keep both the 5-metre area in front of your stall and the area behind your stall tidy and free of rubbish.

### **Evaluation**

1. You will be required to complete a brief feedback form after the event so the organisers can gather evidence of the economic impact of the market. This information will help to improve the event and enable the festival market to return in future years.

### **Disclaimer**

Liability disclaimer: All property is brought onto site at the owner's risk and The Festival Organisers, their servants and /or agents are unable to accept any liability for damage or losses howsoever caused. The Festival Organisers, their servants or agents are also unable to accept any liability for accidents or injuries sustained at this event, other than those caused as a result of our negligence. Please ensure all stallholders and helpers are vigilant. Hat Fair is not responsible for effects on the level of trade caused by weather or any unforeseen circumstances.

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

By trading at Hat Fair you agree to abide by these terms and conditions. Failure to do so could risk your stall being closed with no refund being given.