Chalke History Festival

Trader Terms and Conditions

Booking and Payment Terms

(Chalke History Festival Ltd is referred to as CHF below)

1(a) A booking is only confirmed once CHF have accepted the application and payment has been made in full and/or a structured payment schedule has been agreed.

1(b) Submission of this application form is deemed as acceptance of these Terms and Conditions.

Once your application has been processed (and approved) a payment schedule will be setup.

In the event that full payment is not received prior to the due date CHF reserve the right to:

i) cancel the booking without further notice

and/or

ii) re-sell the pitch without further notice.

1(d) In the event of booking is made less than 4 weeks prior to the event, payment in full must be made at the time of booking.

1(e) Traders are responsible for submitting a certificate of insurance, food hygiene (where appropriate) and a risk assessment to CHF no later than 28 days before the event. If documentation has not been received by CHF within that timeframe, CHF reserve the right to cancel the booking and no refund will be due.

Pitches

2(a) All pitches include frontage only as per the agreed booking. Any additional space/equipment required must be specifically agreed by CHF and paid for in advance. Trading is only permitted from within the allocated pitch, not stood in front or to the side of the pitch. Electric is NOT included unless it has been booked and paid for in advance.

2(b) Traders are not permitted to display signage or promotional materials and/or trade outside of their fixed pitch unless agreed by CHF and paid for in advance.

2(c) The layout of the event is planned carefully in advance to try to satisfy the requirements of members of the public and Traders alike. The layout CANNOT be altered on the day. Any specific requirements must be requested at the time of booking and are not guaranteed by CHF unless specified in writing. All layout plans are subject to change at the request of CHF. Anyone who does not cooperate with changes may be asked to leave the event without refund.

2(d) CHF will try to ensure a variety of stalls, but cannot guarantee number of stalls per type or whether other stalls will be selling similar products.

2(e) Traders must sell only such products as are listed on their application form and accepted as being sold at the specified event. Sales of any other products will not be permitted. In the event that an Trader attempts to sell anything not listed on their application form they will be asked to cease such sales. Any losses incurred as a result will be the sole responsibility of the Trader. In the event of a refusal to do so, the Trader will be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the Trader as a result shall be the sole responsibility of the Trader.

Electric Hook-Up

3(a) Electric pitches are available but must be booked and paid for in advance. CHF cannot guarantee the availability of an electric pitch if not booked in advance.

3(b) Any Trader pulling more power than the amount booked will be required to reduce their usage and/or charged for the additional power used. Failure to comply will result in immediate disconnection from the circuit and no refund will be given. Any losses incurred by the Trader shall be the sole responsibility of the Trader.

3(c) Electricity, if booked and paid for in advance, is available during Festival opening hours only. No overnight power is available. All Traders are responsible for ensuring that they have their own chilling facilities in place to ensure all produce is kept within the required legal temperature ranges, throughout the course of the event (including overnight).

3(d) All items of electrical equipment must be PAT tested and uniquely marked/identifiable with the dated test label clearly attached. Traders will not be permitted to use any items not compliant with this and any such items will be disconnected from the circuit. Any losses incurred by the Trader shall be the sole responsibility of the Trader

3(e) In respect of Fire Safety all Traders must comply with the Regulatory Reform (Fire Safety) Order 2005 as well as adhering to more specific HSE Guidelines for Work Process Fire Safety.

3(f) As far as practicable, all electrical equipment shall be located so that it cannot be touched by members of the public or unauthorised workers. All traders shall provide a 5kg dry powder fire extinguisher and a light duty fire blanket. Each pitch must also have an appropriate first aid kit.

Health and Safety & Food Hygiene Compliance

4(a) Traders must comply with the requirements of the Food Safety (General Food Hygiene) Regulations 1995, Food Safety (Temperature Control) Regulations 1995, The Food Safety Act 1990, and both the Health and Safety at Work Act 1974 and Management of Health and Safety at Work Regulations 1999 as applicable. All Consumable Traders are required to submit their Food Hygiene Rating and certification to CHF as per clause 1(e).

4(b) The Environmental Health team will be provided with a list of producers attending each event and may contact Traders directly and/or their local environmental health office for further details about Traders and their compliance with Food Standards and Hygiene practises.

4(c) The local Environmental Health team may attend without prior notice. Spot checks will also be carried out by CHF. Written Food Safety Management Procedures are required by law and must be available for inspection by CHF and licensing authority staff at all times.

4(d) Should an Trader fail to comply with:

i) Food Standards and Hygiene Practises to a level acceptable to any Environmental Health officer in attendance and/or to CHF

and/or

ii) Trading Standards and applicable Licensing Requirements ....and not rectify those failings to an acceptable standard, they may, at the discretion of CHF, be asked to leave the Event. In such circumstances, no refund will be given and any losses incurred by the Trader shall be the sole responsibility of the Trader. Such Traders may (at the sole discretion of CHF) not be permitted to trade at future CHF events and CHF will not be responsible for any losses incurred as a result.

4(e) Consumable Traders participating in our events must commit to prominently displaying allergy information and guiding customers based on allergies and ingredients. Failure to adequately provide this information makes the Trader accountable for any resulting effects or reactions, and they may be held liable. CHF bears no responsibility for inadequate labelling of products or the production and distribution of these items.

Cancellation

5(a) CHF reserve the right to cancel the Event if extreme weather conditions or other unforeseen circumstances beyond the organisers' control persist, (including, but not limited to, acts of terrorism). Should any such circumstances arise, prior to or during an event,

i) CHF shall be under no obligation to provide a refund

and

ii) CHF will not be liable for any damages or losses incurred by a Trader

5(b) CHF will not be held liable for any delays or failure to deliver services due to circumstances beyond reasonable control. This includes, but is not limited to, acts of God, legislation, injury, terrorism, war, fire, power supply failure, adverse weather conditions, lockouts, or strikes.

5(c) If a Trader needs to cancel, it is imperative to notify CHF. Pitch bookings are considered final and non-refundable. However, if a booking is cancelled with reasonable notice, CHF will make efforts to secure a new Trader to take over the pitch and recover the funds. Refunds or credits, in such cases, are at CHF's discretion, and they reserve the right to deduct associated costs and administrative fees. Unsettled invoices may be forwarded to a collection agency. A comprehensive record of all pitch cancellations and no-shows is maintained, and no-show incidents may impact future applications.

General

6(a) Any Trader failing to comply with any of the following terms, at the discretion of CHF, may be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the Trader shall be the sole responsibility of the Trader and CHF will not be responsible in respect thereof. Such Traders may (at the sole discretion of CHF) not be permitted to trade at future CHF Events and CHF will not be responsible for any losses incurred as a result:

i) i) All Traders must remain trading from 9.15am to 7pm on Wednesday to Saturday and 9.15am until 6pm on Sunday. The failure of a Trader to trade at any time when the event is open during these days will result in exclusion from future events. Monday and Tuesday are optional to trade.

The failure of a Trader to trade at any time when the event is open will result in exclusion from future events.

ii) There will be no movement of vehicles on site until the event is closed to the public and CHF management staff have declared that vehicle movement can start.

iii) No Trader shall be allowed to call attention to goods or services, use any equipment or behave in any way so as to cause annoyance/risk of, and/ or actual damage/harm/ loss to CHF/members of the public/other Traders.

iv) Selling of goods by auction is prohibited. Any such inappropriate behaviour/selling practices will be brought to the Trader's attention by a member of the CHF team and the Trader will be asked to stop and/or modify their behaviour/selling practices to an acceptable standard.

v) CHF will not tolerate abusive, threatening or intimidating behaviour of their staff, public or other Traders. Any Trader behaving in a manner deemed by CHF to be abusive, threatening or intimidating will be asked to leave.

vi) Traders must keep their stall area (and the immediate area surrounding it) tidy and clear of all rubbish. Traders must take their own rubbish home with them. Any Traders who fail to adhere to these arrangements and/or who leave their rubbish anywhere on site, other than as directed will be charged a £100 clean up fee.

6(b) It is the responsibility of the Trader to safeguard and secure their own property. All items left overnight are done so at the Trader's own risk. CHF do not accept any responsibility for theft, loss or damage, howsoever incurred. It is advisable to have public and product liability insurance to protect both your stall and inventory. The organiser's insurance policy does not extend coverage to stallholders or their merchandise.

6(c) Parking in the car park is at the owner's risk. CHF is not responsible for any parking or parking fines.

6(d) Traders are not permitted to spread hay on to the event site/area surrounding the event or anywhere within the Festival grounds. CHF incur a charge for removal of hay & repair to the grass. In the event that an Trader spreads hay anywhere on the event site, CHF will be entitled to charge the Trader the removal/repair fee in respect thereof (minimum £100).

6(e) Traders may not under any circumstance sublet all or part of their pitch. The application form is a contract between that specific Trader and CHF.

6(f) There is to be no amplified sound as part of a Trader's pitch unless specifically agreed with CHF during the application process.

6(g) Traders will be allocated a set number of wristbands which must be carefully worn by staff at all times on site. Any broken or incomplete wristband will not be considered valid and will be removed, along with the wearer, by security. Further tickets for friends and family must be purchased. Non-staff members found wearing a Trader wristband will be removed from the site by security and not allowed to return.

PHOTOGRAPHY

7(a) Traders agree to share professional photos of their work/ items that they sell in order to help CHF promote the event.

7(b) There will be photos taken during the event which may be used for promotional purposes.