

Horncastle Festivals

TERMS AND CONDITIONS

1. Only traders who are accepted by the organisers can take space at these events.
2. Application for space at a Horncastle Festivals event is considered to be acceptance of these terms and conditions.
3. The organisers shall endeavour to allocate the space specified on the trader's application, but reserve the right to allocate any type of space that is, in the opinion of the organisers, suitable for the trader's purpose.
4. The organisers reserve the right to refuse bookings without giving a reason.
5. The trader shall not conduct any form of sale by auction.
6. **A signed booking form is a contract and assumes that these terms and conditions have been read.**
7. Bookings are only acceptable on receipt of cheques made payable to 'Horncastle Festivals', for the full amount of space booked. Post dated cheques will not be accepted. Payment by BACS is also acceptable.
8. **CANCELLATION.** Cancellations must be made in writing to Horncastle Festivals, c/o Rich Avison, 6 Harrison Close, Horncastle, LN9 5ER. Cancellations received more than thirty days prior to the event to be cancelled will incur an administration charge of £10. Cancellations received less than thirty days prior to the event will not be eligible for any refund.
9. **INSURANCE.** A photocopy of your Public Liability Insurance Certificate (minimum cover £2 million) must be sent with this booking form. It is a condition of trading that the trader will keep the organisers indemnified in respect of any loss or damage caused by the trader or his/her servants to the organisers or third parties. The trader will accept all risks of every kind whether to persons or property and make good any damage. Should the event be abandoned by war, fire or any other cause, the organisers shall not be liable in any way. In this case all booking fees will be refunded.
10. The organisers reserve the right to restrict the display, demonstration or running of mechanical or electrical equipment such as loudspeakers, microphones, amplifiers, musical instruments, etc.
11. Notwithstanding any of these terms and conditions, the trader shall in every respect comply with all relevant regulations issued by the local authority, the fire authority, the police and the organisers. In particular, if the trader intends to sell ALCOHOL, a copy of a current Temporary Events Notice (TEN) must be submitted to the organisers prior to the event. Also traders of FOOD PRODUCTS must display their prices prominently.
12. The information given in any booking form or letter or accompanying booking notes is for guidance only and the organisers reserve the right to amend these details at any time and any change in the publicised or published details shall not give the trader the right to cancel their contract.
13. Failure or delay by the organisers in enforcing or partially enforcing the provision of the contract will not be construed as a waiver of any of its rights under the contract.
14. **HEALTH AND SAFETY REQUIREMENTS.** There are a number of Risk Assessment check lists on our website: horncastlefestivals.org.uk. Please use them in conjunction with the following.
 - a. Stallholders who intend to provide any food product must send a photocopy of a relevant Food Hygiene Certificate with this Booking Form.
 - b. There will be no electrical power provided by the organisers for stall holders.
 - c. Any stall holder bringing any power generating source for use at this event must ensure as follows:
 - 1) The equipment satisfies and is tested in accordance with the Electricity at Work Act with all portable appliances having been tested for electrical safety.
 - 2) Any generator should be positioned so as to be safe to the stall holder and the general public and be fitted with a Residual Current Circuit Breaker.
 - 3) Any fuel for the generator should be kept in an approved container and stored in a place of safety away from the general public.
 - d. Stall holders using gas appliances for cooking or any other activity must ensure the gas bottle/supply is sited so as to be safe to the stall holder and the general public, hoses and regulators must be in good condition and there are no leaks.
 - e. The use of domestic gazebos as cover for stalls is prohibited. If you provide a covered stall please ensure you contact the organisers for further information on its suitability.
 - f. Pedestrian areas, e.g., pavements, must be maintained and kept clear of all stalls and stall holder's goods.
 - g. Traffic movement will be prohibited once the event is open to ensure the safety of the general public.
 - h. Other conditions may apply or become apparent on the day and we would ask for your co-operation in complying with these.

If you are in any doubt regarding any of these terms and conditions please contact the organisers