EAST FINCHLEY FESTIVAL

www.eastfinchleyfestival.org

Terms & Conditions

General Terms and Conditions

1. All stallholders and vendors, their contractors and employees, while at the Festival, shall be subject to the rules and regulations of East Finchley Festival CIC (hereby known as the Organisers) as interpreted by the Organisers.
2. Stallholders/vendors and exhibitors must have valid Public Liability Insurance and risk assessments
3. Stallholders must ensure that all relevant Health and Safety legislation is complied with at all times at the event. In particular, stallholders must ensure that their activities and those of any participants conform to the Law and Health and Safety practice relevant to the stall, notably the Toys (Safety) Regulations 2011 Please refer to our stalls FAQs for links and information sheets.
4. In agreeing the terms and conditions, stallholders shall indemnify the Organisers and event staff from and against any actions, costs, losses (including legal fees), claims or demands in respect of any accident, damage, death or injury to any person or property arising directly or indirectly from the stallholder's use of the stall.
5. The Organisers maintain the right to recover costs from stallholders/vendors in respect of claims brought against the Organisers for which stallholders/vendors may be responsible.
6. The Organisers have the right to amend these terms and conditions at their discretion. If a change is made a new set of terms and conditions will be sent to all confirmed stallholders.
7. The Organisers reserve the right to film and take photographs of the Festival for promotional purposes only.

Bookings

1. **Your stall/pitch is not guaranteed until payment is received in full**. Registration will not be complete until all supporting documents requested by the Organisers have been submitted.
2. The Organisers reserve the right to turn down a stall application if it is deemed that there are already sufficient stalls of that type, or similar, or if we deem that the type of stall is not suitable for the Festival.
3. Payments for stalls / pitches are non-refundable unless the Organisers are forced to cancel the event, for example as the result of extreme weather conditions or public health concerns. In the event of the Festival being cancelled, 50% of the stall fee will be refunded.
4. Stallholders must inform the Organisers in the first instance if for any reason they are unable to attend.
5. It is the responsibility of the stallholder to provide a complete and accurate description of the activity to be carried out/goods for sale/display on the application form. No stallholder shall sell any goods or carry on any activity not stipulated on the application form. The Organisers shall have power to remove from the event any stallholder whose articles are not in accordance with the description given on the entry form, and the stallholder shall forfeit all fees paid and the Organisers' will not be liable for compensation.

Prohibited items

1. No trader shall sell any item that contravenes any of the following, or similar associated legislation: Trade Descriptions Act 2011, Video Recordings Act 2010, Copyright Designs & Patents Act 1988 and the Trademarks Act 1994.
2. Please be aware that the release of balloons, Chinese lanterns and floating candles on land owned or controlled by Barnet Council is prohibited.
3. Under no circumstances, will any stallholders be permitted to sell or give away beverages or food unless they have applied for, and been accepted, as a food stall on a catering application form.
4. Under no circumstances, will any stallholder be permitted to sell or display any weapons of any kind, e.g., guns, knives, crossbows, pellet guns, etc.
5. Toxic, hazardous or flammable substances are not to be brought into the Festival, or used without the prior consent of the Organisers. When used, they must be stored, labelled and handled in accordance with the Control of Substances Hazardous to Health Regulations and other relevant legislation.
6. No stallholder shall sell any items or display any material deemed offensive. The decision of the Organisers in these matters is final and any stallholder refusing to remove the offensive items will be closed down without refund or right of compensation.
7. The Organisers have the power to order the removal of any article from the ground or to close the stand of any stallholder who does not conform to the regulations of the Organisers or the directions of its officers and, if necessary to expel such stallholder or their representative from the event. In such cases the Organisers will not be liable for loss of trade and no refunds will be made to the stallholder or their representative.

Loading, Unloading and Manning Your Stall

1. Stallholders are encouraged to dress, personalise and style their stalls.
2. Stallholders should display their trading address and contact details for the public to see at all times.
3. Stallholders will be allocated a stall number and location on the day; this cannot be changed. The Organisers reserve the right to vary the layout and positioning of the stalls if, in their opinion, such an amendment is in the best interest of the event.
4. Stalls must be set up and ready for trading by the allotted time and must be manned throughout the day until close of the event.
5. The Organisers may reallocate stall pitches should the stallholder fail to arrive by the appointed time confirmed prior to the event.
6. Stallholders must not overhang the allocated stall site.
7. Stallholders are not permitted to close down or pack up their stalls during the event i.e. between opening and closing times.
8. To ensure the safe and smooth set up of stalls, details of vehicular access points and set-up times will be sent to stallholders prior to the event. Please enter and exit only at your allocated time shown on your final instructions.
9. Vehicles are not permitted on the site outside of the allocated hours.
10. The Organisers and any persons associated with the organisation of the event shall not be responsible for any loss or damage to merchandise or personal property, nor for any injury caused by the activities of the event, the weather or any other reason or cause.
11. Stallholders must keep their stalls and the surrounding area clean and must ensure that they dispose of all rubbish generated by their stall at the end of the day.

Food Vendors

1. All activities will be subject to Public Health, Health and Safety, Food Safety, Food Hygiene and Consumer Protection regulations and legislation. It is the responsibility of the Vendor to be aware of any relevant legislation and regulations.
2. The name and address of the company or person carrying on the food business must be clearly displayed, at all times.
3. Food vendors must provide a copy of their latest Food Hygiene Inspection Report before your pitch will be confirmed. A minimum hygiene rating of 4 is required.
4. Food vendors must provide a copy of a valid Food Hygiene/Level 2 Certificate for all operatives who will be handling food on the day.
5. Food vendors will be required to comply with the Food Agency Environmental Health Event Safety Guidance applicable to outside catering at events and in particular hazards analysis and critical control points (HACCP). Vendors will be required to produce a copy of the relevant HACCP documentation on the day. Failure to produce a copy for inspection on the day may result in the vendor being asked to stop trading.
6. Food vendors must comply with any other applicable environmental health requirements, regulations and legislation as determined by the London Borough of Barnet. It is the responsibility of vendors to ensure that they meet all applicable requirements and minimum standards. Note: The Organisers reserve the right to ask any participant to vacate his/her pitch in the event that the stall holder or vendor does not conform to these terms and conditions.
7. No barbecue, LPG heaters and containers, cooking appliances or other high temperature devices, flammable gas or real flame, shall be used at the event without prior notification to, and approval by, the Organisers.
8. All barbecues, LPG heaters, cooking appliances and high temperature devices, shall have adequate guarding and fireproof shields, and be sited in a safe position. Such appliances shall always be sited on a fire-resisting base (not asbestos or an asbestos-based product).
9. Any LPG cylinders must be fitted with armoured hosing connected, stored, and used in accordance with the appropriate regulations. Rubber hosing is not acceptable under any circumstances.
10. Spare LPG cylinders, both full and empty, shall be enclosed with barriers and stored away from public area and removed at the end of the Festival. Stallholders leaving cylinders on site will be charged a minimum of £200 for their removal.
11. Storage of petroleum spirit and fuel storage vessels to be in secure, robust metal vessels or plastic containers conforming to the Petroleum-Spirit (plastic containers) regulations 1982, not exceeding 5 litres in capacity. Each vessel shall be conspicuously marked stating the nature of the fuel.
12. A dry powder fire extinguisher and a fire blanket must be provided when food is being cooked. Under no circumstances must halon-type extinguishers be used.
13. Smoking is not allowed in areas containing flammable materials or where food is prepared/stored/cooked.
14. No containers supplied for the consumption of food or drink to be of glass or other brittle material.
15. No one except the Organisers' sole approved licensee may sell alcoholic beverages on their stalls.
16. All stalls/vehicles must have adequate facilities for disposing of rubbish and waste food and for separating unfit food.
17. Proper containers for cold water should be available at the stall. They must be made of suitable materials and protect the water from contamination. A water supply will be available from the standpipe adjacent to the picnic are near the Fordington Road gate.

Electrical Equipment

[Please note: Generators are not permitted on fixed food or general stall pitches. Select mobile food vendors and pre-booked entertainment contractors may bring generators BY PRIOR AGREEMENT of the Festival Organisers.]

1. All electrical equipment brought to the event and all electrical work must comply with the current IEE regulations and the Electricity at Work Regulations 1989. We strongly recommend that stallholders seek professional advice covering all electrical work and use of all electrical equipment they bring onto the site.
2. It is imperative that all electrical equipment or appliances be tested by a competent person, to ensure satisfactory insulation readings. All appliances must be clearly marked, and supporting documentation must be provided, if requested, with the test results.
3. All electrical cables and connectors should be of the correct size/type and used as specified in the current edition IEE Wiring Regulations with specific reference to temporary installations. (Connectors/cables should conform to BS standards).
4. Earthing – Equipotential bonding is required for exposed metal work such as water pipes, structural steel work, scaffolding, caravans, generators, etc.
5. Residual current devices (RCD's) – play an important part in ensuring the safety of a temporary installation and should always be used and tested. Such protection shall have rated residual operating current not exceeding 3OmA and an operating time not exceeding 40ms at a residual current of 15OmA, as provided by BS 4393.
6. Trailing cables are not allowed in public areas.
7. Electrical switchgear and wiring to be kept out of reach of members of the public.
8. Electrical equipment exposed to the weather to be of weather-proof design or alternatively provided with suitable protection against the ingress of water to the satisfaction of the Organisers.
9. All generators brought onto the showground must be 'silent' type. DIESEL GENERATORS ONLY SHALL BE USED and prior permission will be needed from the Organisers.
10. All generators must be located, secured, and barriered so as to prevent injury through inadvertent contact, and to allow adequate ventilation to prevent overheating, to the satisfaction of the Organisers. It is the responsibility of stallholders to supply barriers/guards.
11. Where generators are designed for use with earth rods, these shall be used in accordance with the manufacturer's instructions.
12. Fuelling of generators will not be carried out when the public are present and the capacity of the fuel storage tanks shall be sufficient to run the generators throughout the time the Festival is open to the public.
13. The stallholder shall provide a C02 fire extinguisher(s) near to any generator they are using.