



PALMERS GREEN FESTIVAL

Terms & Conditions - All Stallholders

By submitting an application to the Palmers Green Festival you are agreeing the Terms and Conditions (T&C's) below.

Please note that most of our festival costs are upfront and so in the event of cancellation due to poor weather conditions we are sorry but we cannot provide refunds.

1. Registration - All Applicants

- a. To secure a pitch at the Palmers Green Festival, full payment together with all necessary registration documents must be received by the required date
- b. The organisers reserve the right to reject an application
- c. The Local Authority reserve the right to reject any exhibitor which for any reason it considers unsuitable
- d. Fees – All Applicants
- e. The pitch fee is non-refundable unless Festival decides to decline your application.
- f. Festival operates a no show, no refund policy
- g. **Your fee cannot be returned if the Festival is cancelled** including by Enfield Council for any public safety or other reason including weather or ground conditions
- h. Fees should be paid via Event Owl website using Stripe as the payment platform.

2. Liability - All Applicants

- a. In the event of any damage to Broomfield Park or to any equipment owned by Friends of Broomfield Park or any of its appointees or which is attributable to your plot and/or items sold from it you will reimburse The Friends of Broomfield Park as event organiser or Enfield Council as owner of the park if appropriate the cost of replacement or repair on demand.
- b. Applicants accept full responsibility and liability for damage to or loss of goods, articles or property of any kind brought to the Festival for their own purposes by the plot holder or any other associated person.
- c. In the event of any damage caused to Broomfield Park or to the property of other stall holders or to any individual working for the stall holders at the Festival then Friends of Broomfield Park or its appointed representatives shall not be liable for the damage.
- d. Friends of Broomfield Park will not take responsibility for any products or equipment sold by or belonging to vendors brought to Festival including anything which causes harm to the public

3. Risk Assessments:

- a. All stall holders should submit a risk assessment related to their stall.
- b. Risk assessments should consider all risks from entering the event to leaving and at all times during the operation of the festival
- c. a template risk assessment is available to download from the Event Owl portal

4. Public Liability Insurance – All Applicants

- a. In accordance with the Borough of Enfield's Terms and Conditions for use of Parks and Open Spaces all applicants must arrange their own public liability insurance with a minimum £5m indemnity limit.
- b. A copy of your Public Liability Insurance must be submitted at the time of Registration
- c. Insurance cover must be in date at time of Festival.

5. Other Insurance - All Applicants

- a. All applicants must assess and arrange their own insurances including if required **cancellation insurance**.

6. Food Stalls

- a. Stallholders providing food must submit valid copies of the following at the time of registration.
 - i. Copy of the front page of your last **food hygiene inspection report**. This must have a rating of at least 3
 - ii. Evidence of **food registration** with your local Authority.
 - iii. It must be clear in this certificate and any supporting documentation that the stall-holder is able to provide food within the London Borough of Enfield
 - iv. A valid **Food Hygiene/Level 2 Certificate** for all operatives who will be handling food on the day
 - v. These must be valid at the time of Festival.
 - vi. Your link to the Food Standards Agency Website

7. Specialist Stalls (See Other Specialist section for alcohol, animals, mechanical rides and inflatables)

- a. Stallholders providing therapy must supply details of trade body membership at registration
- b. Henna traders should display the ingredients. Only traditional brown henna should be used

- c. Those offering therapy/cosmetic services including services involving massaging or touching the skin or hair of members of the public and face painting should send evidence of special skills training or experience with their booking.
- d. Cosmetics, including face-painting materials, aromatherapy and massage oils should bear an appropriate trademark Details must be clearly displayed.
- e. For minors aged up to eighteen a consent form is required signed by a parent or guardian before offering such services in all the above categories.

8. Alcohol

- a. Where an exhibitor has been agreed to supply alcohol the following specific conditions will apply:
 - i. All staff involved in the sale of alcohol should receive training relating to the sale of alcohol.
 - ii. All training relating to the sale of alcohol should be documented and records kept.
 - iii. A 'Think 25' proof of age scheme should be operated.
 - iv. Relevant "Think 25" material should be displayed at all points of alcohol sale.
 - v. A record of refused sales should be kept. This record should contain the date and time of the refusal, a description of the customer, the name of the staff member who refused the sale, and the reason the sale was refused.
 - vi. All records should be kept for at least one month and be made available to the Police and/or Local Authority upon request.
 - vii. All providers of alcohol at Festival will be guided by Festival's Personal License Holder without exception.

9. Animals

- a. Animals are only allowed at any stalls with prior approval through the application process, which will check for animal welfare and safety issues.
- b. Members of the public will bring animals, most typically dogs, into the public park. As part of the event, a dog show will be arranged for dog owners by a specialist provider. Members of the public must be asked to register all participating animals (dogs only) who should remain under their owners control and authority throughout.
- c. Festival specifically does not carry responsibility under the Animal Welfare Act 2006 for any animal attending Festival day whether part of a competition under specialist control or otherwise.

10. Mechanically Driven Rides and Inflatable Play Equipment

- a. Such exhibits will only be considered when provided by a bona fide contractor. They must be proved by, set up, managed and taken down by the applicant contractor, and supported by appropriate public liability insurance and employer's liability insurance in force at the time of Festival and indemnifies Festival as their client in providing such services and activities as agreed prior to the event. Exhibitors must provide a signed hand over inspection to a representative of Festival once their structure is completed to say that it is safe and ready for use.
- b. Such exhibitors must satisfy the Council's byelaws with respect to "The Regulation of Pleasure Fairs 1980" and the addendum to the "Draft Safety Code for Amusement Devices and Temporary Structures at Carnivals, Fairs and Amusement Parks", available from the Civic Centre.
- c. Such exhibitors must additionally ensure they operate fully in accordance with the Health and Safety Executives guidelines and publication, "Fairgrounds and Amusement Parks – a code of safety practice", also available for inspection at the Civic Centre.
- d. In the case of inflatable play equipment Festival will additionally require a copy of the annual inspection report (PIPA certificate) and a dedicated risk assessment, showing the item is designed to standard, tested and safe to use

11. Product Safety - All Applicants

- a. You are to ensure that all relevant Health and Safety legislation is complied with at all times whilst you are at the Festival. In particular you must ensure that activities and those of any associates conform to the Law, Trading Standards Law and Health and Safety practices relevant to your stall.
- b. The Trading Standards Officer in your own local authority can offer advice on current European legislation.
- c. Contact details are available via a post code search at: www.tradingstandards.gov.uk
- d. New toys should bear the CE mark. This is not necessary for second-hand toys or those hand-made by individuals, although these must still meet legal standards.
- e. You must not offer for sale second hand electrical or toiletry goods or counterfeit CDs, DVDs or other electronic storage media items.
- f. Any branded products offered for sale or supply without taking payment must be genuine.

12. Attendance Standards

- a. You are responsible for the behaviour and conduct of all your staff and volunteers and others associated with your stall at Festival
- b. There must be no annoyance, interference or obstruction to any member of the festival organizational team, the public or other parties going about their duties
- c. Your stall must be presented neatly and be clean

- d. You must comply with all bylaws and conditions of use outlined on Enfield Council's website
- e. You are to abide by our Equality and Diversity conduct requirements (see 10)

13. Equality and Diversity

- a. Festival celebrates the diverse community of Palmers Green. We therefore expect without exception that all applicants and attendees follow these requirements.
- b. You are expected while at Festival to:
 - i. Conduct yourself in a good and orderly manner
 - ii. Treat all people as unique individuals and value their beliefs, opinions, knowledge and experiences irrespective of age, disability, ethnicity, gender, religion and belief, sexual orientation, transgender status or their preferences in music, the arts or sport
 - iii. Respect the feelings of other people and avoid saying or doing anything that will cause hurt and/or offense.
 - iv. Stand up for the rights of others as well as your own
- c. Stallholders who do not comply with these requirements will either not be admitted to Festival or will be asked to leave both occurring without any refund of fees.

14. Vehicles

- a. If vehicle(s) are necessary for you to prepare your plot then this must be arranged at registration
- b. You will be notified what time you can enter Broomfield Park and which gate to use
- c. A steward will guide your vehicle to your allocated plot within your zone
- d. Moving vehicles MUST follow "HI5" at all times – Headlights / Indicators / 5mph
- e. Vehicles are NOT permitted to enter the Festival area after 10.30
- f. By 11:00 all vehicles must have left the park or be in a pre-agreed parking bay
- g. At 17:00 Vehicles can start to move to clear away. All stallholders must follow stewards' guidance to maintain safety.
- h. No liability is accepted for vehicles on site.

15. Your Pitch

- a. Pitch sizes are 3m x 3m unless otherwise stated and agreed during the registration process.
- b. You are required to bring all items necessary to facilitate the promotion of your products or services.

- c. **Festival will not provide stallholder items including gazebos tables or chairs.**
- d. **There is no access to mains power, gas, sewerage, telephone or water supplies**
- e. Stallholders should clearly exhibit your business or organisation name plus a trading address and contact details on their stall at all times during Festival.

16. Waste and litter

- a. Stallholders must make provision for waste collection and take this away with you. No rubbish or waste can be left in the park
- b. You are responsible for ensuring that no litter or waste is left within your allocated area as well as generally around your plot
- c. You are required to provide suitable means of rubbish disposal for people using your stall
- d. Food stalls should sell food using the minimum possible amount of packaging
- e. Stallholders leaving litter and who wish to show at a subsequent Festival will be surcharged at that time at a rate determined by the Festival without negotiation.
- f. This will be in addition to any waste disposal fines imposed by the London Borough of Enfield

17. Other

- a. The Festival organisers reserve the right to film and take any photographs of the Festival for promotional purposes only.
- b. **Generators are not permitted for use by stallholders under any circumstances unless specifically agreed at registration process and an agreed fee paid**
- c. Generators can be used in the top (western most) field with prior permission for agreed entertainment plots
- d. Once your registration has been accepted and if you have provided the appropriate details, photos and supported documents your stall will be listed on the Festival website
- e. Palmers Green Festival by its appointed representatives reserves the right:
 - i. Not to admit any individual to the Festival at their sole discretion.
 - ii. To eject any individual from Festival should they feel that the individual is causing disruption to the event or is a danger to themselves and/or to others or for any other reason at the sole discretion of the Committee or its representatives
- f. Smoking is not permitted anywhere within the area covered by Festival

- g. The consumption of alcohol is only permissible in areas designated and licensed for that purpose.
- h. Drugs and other illegal substances are strictly prohibited at Festival and individuals found with such substances will be reported to the Police and ejected from Festival.
- i. Gambling whether by machine or other means is strictly prohibited.

18. The Festival organiser's decision is final

19. Festival reserves the right to update these terms and conditions