

# VENDORS (STALLS) TERMS & CONDITIONS

## Vehicle pass

All traders will be issued with one vehicle pass to allow a vehicle on site to unload. Once the vehicle is unloaded the car should be parked as directed by the organisers leave the site.

<b>Vehicle Registration No:</b>	<b>Make/Colour/Type:</b>
<b>Number of passes:</b>	<b>Reason for extra passes:</b>

**I have read, understood and agree to abide by the terms.**

**I enclose a copy of my public liability insurance cover of a minimum value of £1,000,000.**

**Signature**..... **Date:** DD / MM / 2017

Please return this form and payment by **15th February 2017** to: Happy Days Festival, Pod Business Centre, Harris Way, Windmill Road, Sunbury. TW16 7EL

### TERMS AND CONDITIONS

1. The decision to book a pitch at the Festival is purely at the smallholder's own risk and under no circumstances will the fee be refunded. This agreement only covers booking a pitch.
2. All payments are to be made in full by **5:00pm on 15th February 2017** either by cash or cheque. Please note that cash payments are not accepted via post.
3. You must trade within the allocated pitch space and must not encroach outside your designated pitch area. Relocation of your pitch or stall will not be allowed.
4. You must specify clearly the goods you intend to sell on your stall. This will allow the Festival organisers to ensure that undue competition between stalls is prevented. You must trade within your definition of goods to be sold.
5. We will limit the number of stalls, at our discretion selling / providing the same product or service to three similar providers.
6. We reserve the right to sell an exclusive licence to a trader which will restrict any other traders from selling a similar product and we reserve the right to revise our pitch prices without notice.
7. You must keep your pitch area clean at all times, and at the end of the Festival remove any waste from your stall area.
8. You are required to have your own insurance liability for damage/theft of any of your equipment or injury to others and Happy Days Festival will not accept any liability for any damages/theft or injury to anyone visiting your stall.
9. You must notify us of all the equipment you are going to use at the stall in advance and ensure appropriate insurance cover. We will not provide equipment unless special arrangements have been made with us. The trader will be responsible for the loss of any equipment provided. You will not be allowed to trade if you bring equipment, which we have not been notified about.
10. If your stall requires power, it will be provided by Happy Days Festival. Petrol generators will not be allowed onto the site. You must provide your own leads (Maximum 50 metres in length) for feeding power to your equipment from your generator. All electric cabling used by stallholders for equipment must be suitable for use outdoors. Any extension leads must have RCD (Residual Current Device) protection. All equipment must be checked and approved by the event management company.
11. Access to the Festival for setting up your stall on the pitch will be allowed between 09:00 and 12:00 (Noon) and **No** vehicle movement will be allowed after 12:00 (Noon)
12. You will be issued with a notice that should be clearly displayed on your vehicle's windscreen allowing you to enter and leave the Festival. No stallholders (with the exception of refrigerated vehicles with diesel generators) will be allowed to park vehicles behind the stalls. Vehicles will be allowed to move around the site only during the loading and unloading periods. Outside of these periods movement will be strictly prohibited and vehicles must remain parked in the designated stallholders' car park.
13. You must pay all VAT that may from time to time be chargeable on any sums payable under this agreement.
14. You must comply with rules, regulations or bye-laws which we may make relating to the area of the festival and the use of your stall of which you may be notified.
15. The rights granted under this Licence are personal to you and you may not in any circumstances transfer the rights granted to you to any other person, firm or company and you must not permit anyone else other than your employees to use the stall.
16. This licence does not and is not intended to create or grant to you any estate or interest in the area of your stall or in the area of the festival or to give rise to any relationship of landlord and tenant between us.
17. You must at all times comply with all statutes applicable to the use of you stall and any goods and services sold from your stall.
18. You must not do anything at the stall or elsewhere in the Festival area or its vicinity or use the stall in such a way as to cause any nuisance, annoyance, disturbance, inconvenience, injury or damage to us or any persons attending the festival.
19. You must not Impede in any way any of the officers or agents in the exercise of our rights of possession and control of the area of the Festival and you must allow our officers and agents to inspect the stall and view the activities being carried on there, if requested.
20. Nothing in this agreement is to imply or warrant that the stall may lawfully be used or is suitable for the uses to which it is put.
21. We shall not be liable for the death of or injury to, or for damage to any property of, or for any losses, or other liability incurred by you or any person exercising or purporting to exercise any rights granted under this Licence.
22. We shall have the right to terminate this licence and to require you to leave the area of the festival and to remove your goods and possessions from there in the event that you are in breach of any of these Terms and Conditions.
23. You must display your name in a prominent place on the stall in such size and characters as we may reasonably require to enable us and any persons attending the festival to know the identity of the person operating the stall.
24. No person other than one who is party to this Licence shall be entitled to enforce any of its terms.
25. In the event of a complaint please refer this to the festival director or the site office on the day.

**Happy Days Festival . Pod Business Centre, Harris Way, Windmill Road, Sunbury. TW16 7EL**  
**e. happydaysfestival@live.co.uk . w. www.happydaysfestival.co.uk**  
**VAT Registration Number: 111 0282 82**