LEICESTER BELGRAVE MELA & LEICESTER MARKETS – 20th August 2017
TERMS AND CONDITIONS FOR STALLHOLDERS

Listed below are the terms and conditions for all stallholders. Leicester Belgrave Mela & Leicester Markets will be referred to as the 'Organiser' from this point forward.

1. Setting up times: **8.00 am – 10.00 am** (All vehicles must be removed off site and your stall ready for inspection by 10am)

2. Hours of trading: **11.00am – 6.00 pm** (During these times staff must remain at their stall)

3. Stall Hire

I. Payments must be received in full prior to the event in order to secure a stall. No payments will be accepted on the day. Stallholders who pay by a cheque that is dishonoured will be charged an administration fee of £15.00.

II. Organisers reserve the right to accept / reject applications and not enter into any correspondence or otherwise explain the reason for its decision. All decisions made by the organisation are final.

III. No trader will be allowed to use any free space for pitching or as an extension to their existing stall space.

IV. Stalls or any part of a stall cannot be sub-let, transferred, franchised or sold to any other person / organisation. All goods for sale must be the sole property of the company occupying the stall. Any breach of this will result in the stall being terminated or unauthorised goods being ceased.

V. The Stallholder hereby acknowledges that any equipment or service that is hired from the Organiser for the event is responsible for its safe return and in good working order. In the event that the stall/equipment is damaged or missing the Stallholder accepts full responsibility for either the repair or replacement as the organisers in their absolute discretion sees fit. The Organiser reserves the right to charge the trader up to the full cost of replacement items.

VI. **Allocation of stalls and sites will be at the discretion of the Leicester Belgrave Mela Site Managers. No discussions will be entered into**. Traders found to have moved stalls without the Market mangers consent shall be subject to disciplinary procedures. Organisers reserve the right to relocate stalls on the day of the event for essential operational reasons.

VII. It is the trader's responsibility to ensure that all scheduled times are kept. Failure to arrive at the appointed set up time will result in no vehicle access to the site for unloading.

VIII. The trader undertakes to occupy and remain on their stall for the duration of the event. Attendance of only part of the day is not permitted unless prior agreement with the organiser has been made. Part attendance without consent will result in the stall deposit being retained.

IX. Please ensure that you have an adequate number of staff on your stall so that your stall is not left unattended at any time as the organisers are not responsible for any goods left unattended or otherwise.

X. Sizes of stalls are approximates and may vary in size and shape. Stallholders will be responsible for providing their own chairs, covers and signage for stalls.

XI. Traders can only sell / exhibit items that have been agreed with the Leicester Belgrave Mela. Traders found to be selling / exhibiting additional items will be subject to disciplinary procedures and may be asked to seize trading.

XII. Traders must display their full name, address or any other contact details to the public at all times. All stall holders must comply to all statutory / legal requirements for Trading Standards and Consumer Goods & Services.

XIII. Goods cannot be hung from the front of the stall or allowed to encroach into the public alleyways of the market. Organisers reserve the right to remove goods and equipment displayed or deposited beyond the boundary of the stall space. Traders must only conduct business from within the parameter of the allocated stall.

XIV. The driving, nailing, screwing, stapling or other fixing of any device into the council property is strictly forbidden.

XV. No soft drinks are allowed to be sold unless agreed in advance with the Organiser. Alcohol is not to be sold under any circumstances.

XVI. Please note there may be other stallholders selling or exhibiting similar products / services as you.

XVII. The use of obscene language or any act or conduct which may cause offence (e.g. discriminatory behaviour of racist or sexist nature) to other traders, market officers or member of the public, is strictly forbidden. Market Officers reserve the right to suspend that person / company from trading.

XVIII. Traders shall at all times exercise courtesy towards other traders and members of the public.

XIX. All stalls must be well presented and set out to a high standard.

XX. Traders shall at all times conduct their business in an orderly manner without causing obstruction, nuisance or interference in any way to other another trader or general public. Organisers will not tolerate any abuse or violence to other stall holders, members of the public or Mela staff.

XXI. We will have first aid available from 10am-7pm, anything before and after is your own responsibility. You will still need to ensure that you have a **First Aid Kit within your stall.**

XXII. Please ensure that the **site form** (given with the confirmation pack) is signed **on the day** of the event by a site manager at the end of trading to confirm that your area was left clean and in a satisfactory condition as required. This then needs to be sent to the Mela office within 28 days of the event to receive your deposit back.

XXIII. Traders must keep their allocated stall area and its immediate surroundings in a clean and tidy condition. All traders are responsible for taking their refuse to the designated refuse points. At the end of trading all goods sold or unsold / boxes / cartons etc must be removed from the site and left completely clean. Failure to do so will result in your deposit being retained.

XXIV. Any organisation carrying out bucket collections for charity can only do so from within their stall. Collections cannot under any circumstances be done outside of their stall area / the walkways of the market place or go into the general public in other areas of the event. Anyone doing so will be asked to seize trading and leave the site.

XXV. Distribution of printed matter is strictly forbidden around the event. Printed matter can only be distributed from **within** your stall and not the walkways of the market place.

XXVI. Stallholders using amplified sound must ensure that the sound level is not excessive and does not cause disturbance to other stallholders or Mela attendees. Any traders infringing this regulation will shall have their equipment confiscated or electricity supply withdrawn.

XXVII. The organiser retains the right to terminate the letting of a stall at any time if it is not of a suitable standard.

4. Cancellation of Stall

If the Stallholder wishes to cancel, written notice of such wish must be forwarded to and received by the Organiser no later than 8 weeks before the event. In doing so, the organiser will return their payment of the cost of the stall. The stallholder, however, will lose their deposit and this will go towards administration costs. If the stallholder cancels less than 8 weeks before the event, the cost of the stall hire will not be refunded, however, the returnable deposit will be paid to you.

5. Postponements or Abandonment

(i) The Stallholder shall not have any claim against the Organiser in respect of any loss or damage whatsoever upon the event failing or the Event's venue being or becoming wholly or partially unavailable for the holding of the Event for whatsoever reason. The Stallholder shall have a claim for the stall payment if the event is fully cancelled prior to the day of the event.

(ii) The Stallholder must have appropriate cover for loss of expenses caused by bad weather, low attendance, cancellation, abandonment, delay or failure to vacate due to factors beyond the exhibitor's control as past attendance cannot guarantee attendance for this year's festival.
Please ensure you have appropriate insurance cover for the weekend.

6. Insurance & Exclusions

(i) The Stallholder shall effect at its own cost full indemnity insurance (including Public & Employers Liability) against usual risks in respect of loss, damage or injury to goods and persons. Proof of Public liability should be sent with your application. The organisers shall not be held responsible for any claims whatsoever made against the stallholder. It is your responsibility to ensure you have appropriate and valid insurance cover including Public Liability for the festival.

(ii) The Organiser shall not be liable for any loss or damage (including consequential or indirect loss or damage) suffered by the Stallholder / their staff / third party whether such loss or damage arises from breach of a duty in contract or tort in any other way (including loss or damage from the Organiser's negligence) and which shall include (but not by way of limitation) loss of profit; loss of contracts; travel expenses; loss of or damage to property or goods of the Stallholder or any other person; or personal injury to the Stallholder or any other person (but only so far as such injury is not caused by the Organiser's negligence).

(iii) The Organiser shall not be liable for any loss or damage whatsoever suffered by the stall holder whether such loss or damage arises from (but not restricted to) Acts of God, strikes, demonstrations, adverse weather conditions, removal of directional signs, position within market place or mechanical failure of any power supplies.

7. Fire Precautions

(i) Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

(ii) All electrical appliances must be in safe working order and PAT tested within the last 12 months; otherwise connection to electricity supply will not be possible**.** You will not be allowed to trade if you need power over and above what was agreed. If you are found to be using more than the agreed allowance, the stall fee will not be refunded.

8. Restrictions

(i) Smoking and drinking alcohol whilst trading on stalls is strictly not permitted and any person doing so will be removed from the area.

(ii) Items not permitted on site include but limited to glass, open fires, lasers, fireworks, drugs or drug related merchandise, pornography, medicine including but not limited to paracetomol, aspirins, cigarettes, lighters, lighter fuel, solvents, cleaning fluids or any other such substances, weapons including but not limited to BB guns, replica guns, ornamental weapons, knives. These items cannot be sold or displayed at any time.

(iii) Organisers have the right to terminate any letting at any time on the grounds of illegality or inappropriateness of goods.

(iv) Traders are not permitted to bring animals on site except guide dogs.

(v) Stall holders must at all times cooperate fully with the Festival staff / security.

(vi) If it appears that the stall holder may be engaged in activities deemed contrary to the best interest of the event or appear to be in breach of the law, the organiser reserves the right to ask the stallholder to seize trading and request the vacation of the stall space. Any criminal activities will be reported to the police who will be on site for the duration of the event.

Organisers and their designated staff reserve the right to remove you from the festival and withhold your deposit if you do not comply with the obligations outlined in this document. Leicester Belgrave Mela & Leicester Markets reserves the right in their absolute discretion to make any changes or cancellations it considers necessary.