

NEWARK DRAGON BOAT FESTIVAL

NEWARK RIVERSIDE PARK - SUNDAY 14 SEPTEMBER

Raising funds for



Beaumont House
Hospice Care

#NewarkDragonBoatFestival

Newark Dragon Boat Festival

Trader Terms and Conditions / Booking and Payment Terms

1(a) A booking is only confirmed once the event organisers have accepted and confirmed the application.

1(b) Submission of this application form is deemed as acceptance of these Terms and Conditions.

1(c) A deposit will be required to secure your booking, deposits are non-refundable.

In the event that payment of the deposit is not received prior to the due date the event organisers reserve the right to:

i) cancel the booking without further notice

and/or

ii) re-sell the pitch without further notice.

1(d) Traders are responsible for submitting all requested documentation to the event organisers within 14 days of the application being submitted. Traders are responsible for making sure that all documentation is valid on the date of the event.

Pitches

2(a) All pitches include frontage only as per the agreed booking. Any additional space/equipment required must be specifically agreed by the event organisers. Electric is NOT provided by the event organisers.

2(b) Gazebo pitches are space only and do not include any other furniture/gazebos, unless specifically agreed by the event organisers, and paid for in advance. Electric is NOT provided by the event organisers.

2(c) Traders are responsible for providing all of their own equipment including, but not limited to, their own chiller cabinets, hobs, freezers, cleaning products, kitchenware and hand-washing facilities.

2(d) The layout of the event is planned carefully in advance to try to satisfy the requirements of members of the public and traders alike. The layout CANNOT be altered on the day. Any specific requirements must be requested at the time of booking. Only those requirements made and agreed in advance by the event organisers will be made possible.

2(e) The event organisers will try to ensure a variety of stalls, but cannot guarantee number of stalls per type or whether other stalls will be selling similar products as their secondary products.

2(f) Traders must sell only such products as are listed on their application form and accepted as being sold at the specified event. In the event that a trader attempts to sell anything not listed on their application form they will be asked to cease such sales. Any losses incurred as a result will be the sole responsibility of the trader. In the event of a refusal to do so, the trader will be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the trader as a result shall be the sole responsibility of the trader.

Own Use Generators

3(a) Traders may use their own diesel generators, with our prior agreement. All such traders must comply with any additional health & safety/fire regulations and risk assessment processes in respect thereof and bring their own appropriate fire-fighting equipment, with in date testing certification clearly visible.

3(b) Petrol generators are not permitted at the event.

3(c) Traders using gas or other fuel must inform the event organisers in advance of the event. All such traders must comply with any additional health & safety/fire regulations and risk assessment processes in respect thereof and bring their own appropriate fire-fighting equipment. All gas cylinders must be caged.

Health and Safety & Food Hygiene Compliance

4(a) All traders are required to submit their Food Hygiene Rating and certification to the event organisers as per clause 1(d).

4(b) The local Environmental Health team may attend without prior notice. Spot checks will also be carried out by the event organisers. Written Food Safety Management Procedures are required by law and must be available for inspection by the event organisers and licensing authority staff at all times.

4(c) Should a trader fail to comply with:

i) Food Standards and Hygiene Practises to a level acceptable to any Environmental Health officer in attendance and/or to the event organisers

and/or

ii) Trading Standards and applicable Licensing Requirements; and not rectify those failings to an acceptable standard, they may, at the discretion of the event organisers, be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the trader shall be the sole responsibility of the trader.

Cancellation

5(a) The event organisers reserve the right to cancel the Event if extreme weather conditions or other unforeseen circumstances beyond the organisers' control persist, (including, but not limited to, acts of terrorism). Should any such circumstances arise, prior to or during an event,

i) the event organisers shall be under no obligation to provide a refund

and

ii) the event organisers will not be liable for any damages or losses incurred by any traders

General

6(a) Any trader failing to comply with any of the following terms, at the discretion of the event organisers, may be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the trader shall be the sole responsibility of the trader and the event organiser will not be responsible in respect thereof.

6(b) All traders must remain trading during the event open hours. The failure of a trader to trade at any time when the event is open will result in exclusion from future events.

6(c) All vehicles must be removed from the site, unless prior agreement has been made with the event organiser.

6(d) There will be no movement of vehicles on site until the event is closed to the public and the event organisers have declared that vehicle movement can start.

6(e) Traders must keep their stall area (and the immediate area surrounding it) tidy and clear of all rubbish. Traders must take their own rubbish home with them. Any traders who fail to adhere to these arrangements and/or who leave their rubbish anywhere on site, other than as directed will be charged a clean up fee.

6(f) The event organisers will not tolerate abusive, threatening or intimidating behaviour of their staff, public or other traders. Any trader behaving in a manner deemed by the event organiser to be abusive, threatening or intimidating will be asked to leave.

6(g) It is the responsibility of the trader to safeguard and secure their own property. The event organisers do not accept any responsibility for theft, loss or damage, howsoever incurred.

6(h) Supporting documents should be sent as PDF's. As a minimum, Risk Assessments should be completed using the HSE template: [risk-assessment-template-2019.docx](#).