Faversham Hop Festival
3a Market Street
Faversham
Kent
ME13 7AH



Definitions: -

Organiser Community Heritage Events Ltd trading as Faversham Hop Festival

Approved Trader Any person or body that enters into an agreement to trade at the

Faversham Hop Festival.

The space within the site allocated to the Approved Trader by the

Organiser.

The area designated by the Organiser to host the Faversham Hop

Site Festival.

Terms and Conditions

Faversham Hop Festival does not supply gazebos or power (please see point 18 on allowable generators).

Application

- 1. Pitches to be charged on a per metre basis at the rates quoted on our application form. Minimum size to be paid for is 3mx3m, although some mini pitches for Start-up businesses are available at the organiser's discretion.
- 2. Full dimensions of stalls must be declared on the application so that stalls of a size greater than 3mx3m can be located in wider streets (must include tow bars where applicable). This is to minimize congestion along the thoroughfare and comply with SAG regulations. *Spaces are very limited for larger stalls*.
- 3. No pitch will be reserved/allocated unless full payment is made for the pitch by the invoice due date. Once payment is made no refunds will be made for pitches unless cancellation is made in accordance with point 12.
- 4. Pitches will be located appropriately according to the dimensions as declared on the application and the general area specified. Once the festival has commenced, Approved Traders will only be offered an alternative pitch if their allocated pitch is unavailable or obstructed at setup.
- 5. Prior to the event a plan of the site will be sent to Approved Traders, assuming all application documents and full payment has been received by the Organisers, together with full details

of arrangements for the stalls during weekend. This will not be sent until a month before the event.

- 6. Approved Traders must have applied, been accepted and paid by 31st May 2025 to guarantee a pitch.
- 7. A 10% deposit for all accepted stalls applications must be made on confirmation and the remaining fees paid in full by 31st May 2025.
- 8. Applicants acknowledge that no guarantee of pitch site can be made by the Organisers due to the dynamic nature of the pitch area. Additionally, a site allocated one year cannot be guaranteed in subsequent years.
- 9. Applicants acknowledge that the Organisers cannot be responsible for the value of sales over the weekend.
- 10. To ensure diversity, the Organisers will not accept applications from traders who also intend to trade with Faversham Markets on the festival weekend.
- 11. Approved traders must setup within their designated pitch area. Approved Traders will be requested to remove any equipment, display stands or other items which are placed outside the measured area in which they have applied to trade. Failure to do so may result in removal or additional charges.

Alternative Site

12. In the event that a pitch is changed or modified due to circumstances beyond the Organiser's control, the Approved Trader will be notified of the change as soon as is reasonably practicable.

Cancellation by trader

13. In the event of an Approved Trader cancelling their pitch after 1st June 2025, no refund will be allowed. Cancellations received in writing via Recorded Delivery or by acknowledged email before 1st June 2025 will receive a full refund.

Cancellation of the event

14. No refund of a pitch fee will be made in the event of the festival or part thereof being halted due to any Force Majeure.

Preparation

15. Access for set-up by Approved Traders is from 8am on both days. All vehicles must be removed no later than 9.30am. Trading is permitted from 10am. Trading to cease at 5.30pm. Maximum speed limit within the festival area is 5mph.

16. Approved Traders to provide their own stall and equipment; the fee secures open area only.

Health & Safety

- 17. Approved Traders are expected to comply with all Health & Safety regulations.
- 18. Any generators operated by traders will be 1. Silent running 2. Diesel fuelled unless fully enclosed in a trading vehicle or trailer. 3. External generators are to be cased/ caged / barriered to prevent unauthorised access. 4. All electrical equipment and cables must be PAT certificated. NB. The festival management reserves the right to halt the use of any electrical equipment/generators not meeting these requirements or otherwise deemed unsafe or to be causing discomfort/ nuisance to other traders, members of the public or residents. Traders must supply details of generators on the application form, failure to do so will result in automatic rejection.
- 19. Approved Traders must supply a risk assessment for their stall (i.e. securing equipment/trailing cables) and act responsibly to minimise risk to the public. <u>The organisers</u> will not be held liable for an injury incurred as a result of non-compliance with these terms.
- 20. Food and Beverage: Traders preparing or cooking food, on or off site, must be registered as a Food Premise with their local authority. A Food Hygiene certificate with a minimum 3-Star rating must accompany any application. <u>All alcohol sales must be made from a stall covered by a TEN which each trader is required to apply for.</u>
- 21. Food and beverages traders are required to display a list of any allergens that are present in their products. Please see the Food Standard Agency's advice here.

Insurance

21. All traders will provide proof that they hold a minimum of £5million Public Liability Cover suitable for their operation.

Breakdown

22. Trading will cease at 5.30pm for stall breakdown. Vehicles will be permitted to re-enter the trading areas at 6pm. Trade stands and vehicles to be removed by 7pm to allow for roads to be re-opened.

Waste

23. All Approved Traders are responsible for the removal of their own waste from the site.

Environment

24. Traders are asked to <u>not</u> use non-recyclable, single use packaging and serve ware e.g. plastic bags and cups, plastic straws, polystyrene boxes / trays.

25. If reusables are not possible, please use packaging and serve ware made from renewable, recycled or sustainably sourced materials e.g. packaging compliant with BS EN 13432 on compostability, recycled plastics, sustainably sourced wood.

Liability

- 26. Breach of this agreement, in part or whole, by the Approved Trader or their servants, agents and / or sub-contractors indemnify the Organisers against any and all loss, costs, expenses and liabilities howsoever caused and may prevent trading at future events.
- 27. While the Organisers accept that festivals are a busy and stressful environment for traders, Approved Traders are responsible for their own behaviour and any staff working under their direction, any abuse of festival staff, fellow Approved Traders, Static Traders or residents will not be tolerated and may prevent trading at future events or in serious cases removal from the site.

Interpretation

- 28. The Organisers reserve to themselves the sole and absolute right to interpret these Terms and Conditions and to settle arbitrarily and determine all matters, questions or differences in regard thereto or otherwise arising out of or connected with or incidental to the Faversham Hop Festival.
- 29. Applications to trade at the Faversham Hop Festival confirm acceptance of these Terms and Conditions and space will be allocated on that understanding.