

**SOUTH DERBYSHIRE DISTRICT COUNCIL  
GENERAL REGULATIONS AND CONDITIONS OF LETTINGS FOR STAND SPACE  
AT THE FESTIVAL OF LEISURE**

**PLEASE READ CAREFULLY**

**1. Stand Application**

The Applicant for a stand at this event shall agree to the terms and conditions as set out below, plus any other reasonable conditions imposed by the organisers for the better control and organisation of the Festival. The decision of the organisers shall be final and binding in all matters.

**2. Stand Specifications**

All applicants shall provide their own equipment, unless special agreements have been made with the organisers.

**3. Booking Confirmation**

Confirmation of booking will normally be sent within 14 days of receipt of your remittance. The organisers reserve the right to refuse any application. Stand space will be dealt with in strict rotation with priority being given to early bookings. The organisers also reserve the right to remove any person, persons or articles from the Festival at any time and have the right to refuse admission or entry to any part of the site.

**4. Liability**

All goods, equipment stands and animals brought into the Festival shall be the sole responsibility of the Applicant and shall be used at the Applicants own risk. The organisers shall not be responsible for any claim, demand, loss or damage howsoever caused.

**5. Siting Arrangements**

The siting of stands or stalls will be at the discretion of the organisers in the interest of the best presentation of the Festival. Location cannot be guaranteed based on prior letting. All stands or stalls to be erected by 11.00am at the latest. Security shall be the responsibility of the applicant. Applicants must not dismantle stands until 5.00pm. Any goods or stands left unattended within the Festival area shall be deemed to be abandoned and, as permitted by these conditions, the organisers may remove the same at the expense of the Applicant.

*\* Please note that if you are allocated a space next to or around the performance areas, the noise levels may, at times, be loud.*

**6. Cancellation**

A full refund will only be given if the organisers receive written cancellation at least 10 working days before the Festival. If written notice of cancellation is received less than 10 working days prior to the Festival only half of the fee paid will be refunded. In all instances, the organisers reserve the right to deduct a sum of £15.00 to cover reasonable administration costs.

**7. Cleanliness**

It is a condition of the letting of sites that the Applicant is responsible for the clearance of all rubbish from their site throughout the Festival, within 1 metre surrounding their site. Refuse bags will be given to each stall and will also be available from Event Control. A skip will be provided within the Festival site for the disposal of bags. It is the responsibility of the Applicant to dispose of any rubbish/refuse bags in the skip provided and to leave the site clear and clean. The organisers reserve the right to make a charge for uncleaned sites. The more attractive your site, the more attention you will receive from the public.

**8. Electrical & Gas Equipment**

All electrical and gas equipment brought on to the Festival site is at the Applicants own risk. The Applicant is responsible for arranging for their own generators and power sources. The organisers will not provide generators or an independent power source.

Portable Appliance Testing - To meet the requirements of existing legislation it is necessary for all Applicants who use electrical appliances on site to hold current PAT test certificates and proof of this may be asked for at the event.

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*Please note: All Terms and Conditions may be subject to change by the organisers.*

The organisers must be informed on the booking form if you intend to bring any size gas cylinder on to the site. All gas cylinders used by stall holders must not be left overnight (Saturday) in gazebos. Applicants are responsible for removing from the site.

## **9. Equipment – Erection and Operation**

The Applicant shall comply with all instruction manuals relating to the erection and operation of any equipment and ensure that the equipment will always be erected and supervised by a fully trained operator.

## **10. Charity Collections**

To enable collections of any monies to be undertaken at the Festival for whatever purpose, it is necessary to have the required licence from the Licensing Authority. A copy of the licence must be always displayed on your stand.

## **11. Raffles, Tombolas etc and Alcohol as Prizes**

The use of alcohol as a prize in a raffle, tombola, etc. shall not require a licence from the Licensing Authority provided the proceeds are applied for purposes other than private gain\* and the following conditions are satisfied:

- (a) the alcohol must be in a sealed container and is not for consumption on the site;
- (b) there are no money prizes;
- (c) the result of any ticket sold or issued is declared on the day, at the premises where the entertainment (i.e., the Festival of Leisure) takes place;
- (d) participating in the lottery or gaming is not the only inducement to attend the entertainment i.e., the Festival of Leisure.

If any of the above conditions are not satisfied, the applicant would need to apply to the Licensing Authority for the relevant Licence prior to the entertainment/event taking place.

At no point should alcohol be given as a prize to anyone under the age of 18.

*\* "Private Gain" - if the proceeds of any entertainment, gaming or lottery is promoted on behalf of a society and those proceeds are applied for any purpose which would benefit the society as a whole, then such proceeds would not be regarded as being for the purpose of private gain.*

## **12. Food Safety**

Under the food safety legislation, commercial food businesses must be registered with the Local Authority where they normally trade from. The registration process will ensure that the business complies with safety standards. A copy of the registration certificate must be provided with your concession application form.

Home or hobby caterers are also obliged to comply with food safety laws but should seek clarification with their local Environmental Health Department if they are not sure that they do and must provide copies of documentation with their application form.

## **13. Private Vehicles**

During the Festival all private vehicles must be parked in the car parks provided unless arrangements have been made with the organiser. The organisers reserve the right to request removal of any vehicles from the Festival site. **No vehicular movement will be allowed on the Festival site between 10.30 and 5.00pm without prior arrangement with the organisers.**

## **14. General Conditions**

- All Applicants must report to a member of Festival staff on arrival. Official event opening hours will be 11.30pm - 5.00pm, however the site is a public park, so members of the public can access the park at any time.
- Obstruction of the aisles or gangways within the site is not permitted.
- The distribution of promotional literature must be undertaken from within a stand/stall space only. It is not permitted for promotional literature to be handed out across the site.
- Balloons are not permitted to be sold or given away from stalls
- Do not sell or give away as prizes any BB guns or imitation weapons.
- Stalls must be always supervised by a responsible adult.
- The use of air horns or similar items is not permitted on site unless issued with them for emergency use.
- Please refrain from using loud hailer, megaphones, and individual p.a. systems. Please be considerate to neighbouring stall holders.

There are no overnight facilities available on site. If you need to stay with your stand overnight, please contact the event organisers in advance ([sarah.warner@southderbyshire.gov.uk](mailto:sarah.warner@southderbyshire.gov.uk)) otherwise we cannot guarantee that we will be able to accommodate you.

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