



## Terms & Conditions for Pitch Holders Events 2020



Please ensure that you have read this document and have made your staff aware of the terms and conditions prior to the event. If terms and conditions are not adhered to or the relevant paperwork is not supplied, then you will not be allowed to trade/participate.

### TERMS AND CONDITIONS

#### **1) GENERAL OBLIGATIONS**

- (a) All persons and articles shall be permitted to enter and remain on the Site in compliance with the Conditions as set out herein and all orders or instructions of the Council and its duly authorised officers or agents in the course of the conduct of the Event.
- (b) Pitch Holders shall ensure a responsible person is present on the Space at all times when in use to receive and ensure compliance with such directions. Any Space which is unattended may be dealt with in any way as such officer or agent may consider appropriate in the interest of the good order and control of the Event.
- (c) Any Criminal offence or disorder committed in the course of the use may lead to the closure of the hire and the Pitch Holder being required to leave the site. No claims arising therefore may be made by the Pitch Holder.

#### **2) ALLOCATION OF SPACE**

- (a) Space shall be within the Site for the periods as set out in these Conditions at the Event organised by the Council.
- (b) Subletting any part of the Space is not permitted
- (c) The pitch fee is for the duration of the event and includes a 3m x 3m allocated space on the event site. It does not include any other equipment. **Pitch holders must bring all their own equipment, including gazebos, tables, chairs, generators, gazebo weights and battery powered lights.**
- (d) Access to the pitch will be agreed in your confirmation details. If you think that you need earlier access than stated, please contact the Event Organisers to discuss this as soon as possible.
- (e) Trading hours will be agreed in your confirmation details and will apply to the day of the event only.
- (f) An application does not immediately mean a guaranteed Space at this event. Please note that if you are successful in obtaining a pitch in previous years, you will not be given priority over other applicants. Applicants are selected by way of type of business to ensure that there is a variety of foods, produce and items for sale for the event's visitors.
- (g) Please note your pitch location is final, and no correspondence regarding changing your location will be entered into.

### 3) SETTING UP, TRADING AND DISMANTLING

**Important** – Pitch holders must strictly adhere to directions and timings given with regards to setting up and dismantling in order to avoid road blockages and ensure the smooth running of the event.

#### **SITING**

On arrival, please report to the steward present who will direct you to your pitch. In the event of many participants arriving at the same time, please bear with us as siting may take a little longer than expected. Please drive with extreme caution at a maximum of 10mph with your hazard lights on when entering and exiting the site and be aware of pedestrians and other site users.

Upon setting up your stall, you **MUST LEAVE ENOUGH ROOM FOR EMERGENCY ACCESS FOR AN EMERGENCY VEHICLE AT ALL TIMES.**

#### **PARKING**

Once you have been sited, please prioritise the unloading and removal of your vehicle. Please move your vehicle as soon as possible (unless you need your vehicle for your stall, such as an ice cream van) to the allocated parking. Stallholders will be sent details of nearby car parks as part of their confirmation letter.

#### **DISABLED PARKING**

If you have access requirements, please contact the Events Team as soon as possible.

#### **GENERAL**

(a) The Site will only be open for Pitch Holders within a designated time informed to you in your confirmation details. For safety and customer service reasons these times will be strictly enforced and vehicles will only be permitted access to the Site on the times given for the purpose of gaining access to Space between such times. All vehicles must be removed from the Site as soon as possible. When driving on site please use your hazard lights and keep your speed to less than 10mph.

(b) Pitch Holder Vehicles will not be permitted onto the Site for the duration of the event other than specified parking locations or catering vans. Details will be given later if your application is successful.

(c) Vehicle access exceptions may be given at the discretion of the Council

(d) No vehicle access to the Site will be granted before the end of the event.

(e) All access to and vehicle movements on the Site are at the discretion of the Council. For health & safety reasons, no vehicle movements are permitted on Site during the Event opening times.

(f) Pitch Holders must be set-up by the time stated in their confirmation details and their Space must not be left unattended and must be staffed at all times.

**(g) All marquees, tents or other self-build structures should be heavy duty and of sound construction including all supporting poles, frames, anchors, fastenings, and designed for all weather use. Weights must be supplied and heavy enough to hold the structure down in high wind conditions. The events team have the right to ask for the structure to be taken down if deemed unsecure or unsafe.**

(h) All inflatables (bouncy castles) should have PIPPA certification (if more than a year old – if less than a year old proof of purchase and sign off by manufacturer). All labels should be visible and match the certification.

(j) Any self-build structures must not exceed the allocated space agreed by the Council. Any structures that exceed agreed sizes will be removed or an additional charge may be incurred.

(j) Pitch Holders may only dismantle after the time given in the confirmation details. Vehicles will be allowed back on to site half an hour after the event finish or at such other times as may be determined by the Event Management Team. All vehicles must be removed from the Site promptly to allow site to be cleaned and reopened to the general public.

(k) Trading will be between stated times only.

(l) Brentwood Borough Council has in place a ban on the release of balloons and lanterns from Council owned land, therefore we will not give permission to do so at any events.

#### **4) USE OF SPACE**

(a) The Pitch Holder shall be permitted to use the Space allocated to them for the purpose stated in the Council's correspondence. The Pitch Holder may not sell goods from any area other than their designated pitch or sell goods other than those agreed in advance in writing or unless you hold a valid Pedlar's License.

(b) The content of the stand/display shall be subject to the issued Street trading licence from the Council, the title of the Pitch Holder as stated on the letter, shall be the title under which the Pitch Holder shall attend the Event and conduct their display. Details of the Pitch Holder's business shall be conspicuously displayed on the Space whilst in use and the sharing of Space with another Pitch Holder or any other third party shall not be permitted, unless by prior agreement from the Council.

(c) Prices of all items for sale must be agreed in writing with the Council before trading hours and shall not be varied during the Event. Please note that prices on Site will be continually monitored by Event staff. Prices of all items for sale are to be clearly visible to the public throughout the Event.

(d) No advertising of any sort shall be allowed on the Site other than in the Pitch Holder's allocated Space, and advertising in that Space must be ancillary to that display/business.

(e) No naked flames will be used, nor any flammable liquids or materials will be brought into the Site, other than those marked for general purpose cleaning, without notice given to the Council in advance and in writing.

(f) All gas or electrical apparatus of any kind shall only be used with the prior agreement of the Council in advance and in writing. Appropriate certificates must be presented upon application.

(g) Any scenery, decoration or display articles will, where necessary, be made or maintained non-flammable.

(h) Pitch Holders must comply with the Consumer Protection Act 1987.

(i) Items not permitted on site include lasers, fireworks, weapons and glass (unless by prior arrangement with the Event Management team).

(j) Pitch Holders shall NOT conduct competitions, raffles, draws, collections or the like for any purpose whatsoever without the prior consent of the Council.

(k) Pitch Holders shall comply with the requirements of all local and other authorities, the Fire Officer, Environmental Health Officer, Safety Officer, the Police and all statutes, regulations, bye-laws and other provisions in force in any way relating to the Space, the Site or use thereof.

## 5) REFUSE AND CLEANING

(a) Pitch Holders shall maintain the good order and cleanliness of their own Space and its vicinity, and must provide their own cleaning equipment and refuse sacks. A sufficient number of dedicated staff should be employed to keep the area in and around your pitch clean and tidy.

(b) Pitch Holders shall remove all their own rubbish, refuse sacks and recycling to leave the area as found at the start of the event. **Failure to do so will result in the Pitch Holder being charged for removal of the refuse.** All cooking fats MUST be removed from site by Pitch Holders. Any goods left behind after the hire or left unattended during the hire may be treated as abandoned and removed at a cost to the stall holder.

(c) The Pitch Holder shall not cause damage to the Site or any property on the Site and shall keep it and leave it in a tidy and litter-free condition. The Pitch Holder will be liable to make good any damage which may be caused to the Space, the Site or any property, by the Pitch Holder or his agents, contractors, servants or visitors to the satisfaction of the Council.

(d) **Single use plastics**, where possible please refrain from using single use plastics and provide an alternative. Please note re-useable cups may be sold and used at our events and will be supplied to you. The cups provided must be used to replace any single use plastic cups.

(d) Pitch holders must provide their own cleaning equipment and refuse sacks.

(e) No music is to be played without prior agreement with the Council.

(f) **Failure to comply with any of these points may result in the Council not inviting you to future events.**

## 6) INSURANCE

(a) The Pitch Holder shall assume complete responsibility for the insurance of the property of the Pitch Holder and make all arrangements to guard against loss or damage. The Council shall at no time be held responsible for the loss, damage or destruction of any exhibit or property of the Pitch Holder or his staff, contractors or visitors howsoever caused.

(b) The transportation and installation of each Pitch Holder's property shall be the sole responsibility of that Pitch Holder.

(c) The Pitch Holder shall assume responsibility for the safety of their staff, contractors, and customers and for his and their property before, during, and after the Event. Pitch Holders shall be held responsible for the adequate fencing and security of all of their exhibits. Pitch holders must bring their own barriers.

(d) Pitch Holders shall maintain Public Liability with reputable Insurers approved by the Council with a minimum limited indemnity of £5,000,000 (five million pounds). For rides, bouncy castles and other large infrastructure will require a minimum indemnity of £10,000,000 (ten million pounds).

(e) Prior to the commencement of the Event, the Pitch Holder shall provide copies of their current and valid insurance policies to the Council.

(f) Pitch Holders shall indemnify the Council against any loss, damage, or liability whatsoever arising from the occupation and use of the pitch.

(g) None of the above provisions shall be taken to exclude any liability for death or personal injury resulting from the negligence of the Council or their officers.

## 7) NOISE, CONDUCT AND SAFETY

- (a) Pitch Holders shall not make any noise above that required for the normal execution of his display/business. The use of musical instruments, radios and other devices with loudspeakers shall not be permitted without the prior written consent of the Council.
- (b) All portable electrical equipment will carry PAT/electrical safety certification; this must be available for inspection at the event, in addition to appropriate and current risk/method assessments. Alternatively, should this not be provided, the pitch holder must be able to produce adequate records of up to date maintenance for that equipment. As far as practicable, all electrical equipment shall be located so that it cannot be touched by members of the public or unauthorized workers.
- (c) The Pitch Holder shall take all practicable steps to ensure that the public is kept safe in their use of the facilities provided. Health & safety inspections will be made before and during the Event and any Pitch Holder not complying with the accepted standards and fire regulations will be closed down.
- (d) All Pitch Holders must comply with any directions given by the Council's representatives. This will include compliance with all instructions from Brentwood Borough Council's technical and event personnel and security.
- (e) Pitch Holders shall provide appropriate fire fighting equipment for the immediate protection of their Space and any equipment and any persons in the vicinity. These shall be adequate, properly signed and unobstructed means of access and egress maintained at all times. All structures and drapes must be durable flame – proofed to BS3120.
- (f) Pitch holders must ensure that all exposed trailer hitches are covered so as to prevent injury to passers by and that persons are prevented from stepping over these devices by the erection of a barrier around them.
- (g) No pitch holder may run any electrical cable from their stall or vehicle to any fixed premises in order to obtain mains electricity from it. Pitch holders can only use portable generators which are suitably fenced off from the public to prevent electrocution or burns. No cable from any portable generator may be covered by any cable cover – instead they must be fenced off to prevent the public walking over them.
- (h) Where mechanical rides are provided, the operator must be able to produce the ADIPS Certificate for that equipment on demand and must be able to demonstrate that the serial number upon the certificate matches that upon the equipment it relates to. Operator should also provide a Risk Assessment and Method Statement for the operation at the event.
- (i) Pitch Holders are responsible for ensuring that they and their staff adhere to any Event Pass system in place at the Event. The Council cannot accept any responsibility if Pitch Holders lose passes. Any staff without passes will not be admitted to the Event.
- (j) The Council reserves the right to evict from Site anyone breaking this agreement, or behaving in an illegal, aggressive or disorderly manner.

## **8) ADDITIONAL INFORMATION AND REGULATIONS FOR CHARITY COLLECTION**

- (a) One of the reasons that charitable collections are regulated is to ensure that the public is not annoyed by excessive fundraising. If there are too many collections taking place 'collection fatigue' can set in, people stop donating and the collections become less effective for the charities.
- (b) To ensure that members of the public are not overwhelmed by collection requests a policy has been adopted which controls the allocation of collection dates. Under the Council's booking policy:

- The Borough has been divided into a number of collection zones (eg Brentwood High Street, Ingatestone, Shenfield).
- Not more than one charity street collection is permitted in any zone at any one time.
- A charitable cause may only benefit from a charity street collection in any given zone on one Saturday in any calendar year.
- A maximum of six collections will normally be authorised for a particular charitable cause in any one year.
- The booking restrictions do not apply to the 'Lighting Up Brentwood' Christmas event. For this special occasion, several charities are permitted to collect in the High Street at the same time but each is given a designated pitch.

(c) The Council has adopted a 'first come, first served' procedure for the allocation of charity street collection dates in order to ensure that all charities, whether large or small, have equal access to popular collection dates.

(d) There is no charge for a street collection permit or a house-to-house collection license.

To apply for permission to hold a charitable collection please email

licensing@brentwood.gov.uk or call 01277 312500.

(e) Applications must be submitted at least one month before the date of the proposed collection.

### **9) CANCELLATION OF THE EVENT BY THE COUNCIL**

(a) Outside events are subject to the British weather. The Event Management team will check the site on a daily basis in the week prior to the event to ensure that the site continues to be safe to continue with the event. In the very unlikely event that the event has to be cancelled by the Council, all pitch holders will be notified using the contact numbers that have been supplied with their application forms, with a minimum of 24 hours notice prior to the start of the event. Pitch holders will be given a refund in these circumstances.

(b) If the event has to be cancelled then the public will also be informed as soon as possible through various forms of media.

### **CANCELLATION BY THE PITCH HOLDER**

(c) If you no longer wish to have your pitch, please notify the Council as soon as possible. A refund for your pitch will only be given if the Council receives notification of your cancellation more than 21 days prior to the event. Any pitch holders giving cancellation notice to the Council within 21 days leading up to the event will not be entitled to a refund.

### **9) REQUIRED DOCUMENTATION**

(a) All traders will be required to provide the following copies of documentation upon application (please bring copies of your supplied documentation on the day for inspection when required):

- Public Liability Insurance certificate (£5m minimum and £10m minimum for large infrastructure and rides).
- Specific Risk Assessment for the event (including setting up and setting down of your pitch)
- Health & Safety Policy if applicable
- PAT certificate per item if using electrical equipment
- Gas certificates per item if using gas equipment or helium

-Method statement (for set up and operation of large infrastructure/rides) and ADIPS Certificate (with matching serial number for rides and inflatables).

(b) Where food and drink is being served:

- Certificate and understanding of relevant HACCP (Hazard Analysis Critical Control Point) system

- Food handling training certificates for staff at the event.

(c) Street Trading License (for events on Brentwood High Street only) (not applicable to those not selling items)

- This will be sent out with your information pack for the day. This must be displayed on your pitch.

(d) Charity Collection Permit

- This must be displayed on your pitch.