



Dartmouth Festival of Healing Arts

Dartmouth Festival 4th to 7th December 2008

Terms & Conditions

TRADER'S COPY

Dartmouth Festival Ltd grants the trader licence to trade at the Dartmouth Festival of Healing Arts on the following terms and conditions. Any violation of these terms and conditions will render this Licence null and void, and in that event, The Festival reserves the right to remove the trader and any of their possessions from the Festival grounds without compensation or refund of the Licence fee.

1. **Cost of stand** – As agreed.
2. **Stall Size** – No trader shall extend from the front of their stall, with clothes rails etc, as this is unfair on other traders.
3. **Goods Sold** – Traders must only sell goods/services specified in our agreement. Any changes to the application form must be made in writing at least two weeks prior to the start of the Festival.
4. **Staffing of stall** - For every 2m frontage booked, two wristbands are available. Wristbands (**which are not under any circumstances interchangeable**) will be issued on arrival.
5. **Children** – Whilst on site, traders are responsible for the safety and behaviour of the children in their charge at all times.
6. **Insurance** – The trader will not be permitted on site if The Festival has not received a copy of the trader's Public Liability Insurance certificate in advance. If the policy expires between the date of your application and the date of the Festival, please send existing copy and a copy of the new policy as soon as available.
7. **Vehicles** – Please note that traders are responsible for their vehicles at all time. Loading facilities are available in front of the building in the designated areas. Once unloading has taken place vehicles must be moved. There is a large car park opposite and the majority of the streets have unrestricted parking in December.
8. **Trading Restrictions** – Traders may not sell food or drink, especially alcohol in any form whatsoever, herbal highs, tobacco products, banned substances, pornographic, obscene or blasphemous material. The Festival reserves the right to demand the removal from sale any item deemed unsuitable for the festival without paying any compensation to the trader.
9. **Allocation of Space** – Please check the stand letter on the layout plan and ensure you have been correctly allocated.
10. **Setting up times** – Traders to be on site and set up by 1330 on Friday 5th December. And be ready to trade by 1400 when the public arrive. Access is available from 1200. Stands to be open for trading at all times when open to the public.
11. **Breakdown times** – All traders, their vehicles, equipment and merchandise, MUST vacate the site by 1900 on Sunday 7th December.
12. **Trading times** – The trading area will be open to the public from 1400 to 1900 on Friday 5th. 1000 to 1800 on Saturday 6th and from 1000 to 1700 on Sunday 7th December.
13. **Damages** – Any damage to the site caused by the trader, their children or their staff, is to be paid for before leaving the Festival. The trader agrees to leave the site in a clean and tidy condition.
14. **Losses** – You acknowledge that Dartmouth Festival Ltd, The Flavel Dartmouth or any of their designated employees are not responsible or hold any liability for any financial losses incurred by you, or for any loss or damage of your equipment, goods or personal belongings, or personal injury of employees working for or connected to you.
15. **Recycling and rubbish** – Traders must use the recycling facilities available. All recyclable and non-recyclable waste is to be separated.
16. **Security** – The Festival provide 24-hour security , but traders are responsible for the safety and security of their stock, vehicles and pitch, and the Festival accepts no responsibility for any loss or damage to traders' equipment, merchandise, vehicles or personal belongings.
17. **Noise** – The Festival reserves the right to reduce or curtail any excess noise created by the trader if it is deemed to be affecting other traders or Festival activities. PA systems are not allowed on any stall.
18. **Power** – **Power is not supplied to stands. Should you require a power supply please advise.**
19. **Fire** – N/A
20. **Equipment** – Tables, chairs and stall equipment are NOT supplied by The Festival.
21. **Dogs/pets** – With the exception of guide dogs, STRICTLY no animals are allowed in the Flavel
22. **Agreement** – You agree to abide by the above clauses 1-21 and indemnify Dartmouth Festival Ltd and its designated employees against any claim, loss or liability arising from a breach of the above clauses/regulations.

These terms and conditions are governed by the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over disputes arising out of it.

17 Horn Hill Dartmouth Devon TQ6 9RA tel 01803 832524
e-mail post@dartmouthfestival.com web www.dartmouthfestival.com

Dartmouth Festival Ltd

Registered in England No: 06298206