

Hodge Hill Carnival



Saturday 14th July 2018

**St Margaret's Recreation Ground
St Margaret's Rd, Birmingham, B8 2BB**

Terms and Conditions of Traders

Contents

1. Licensing/Registration.....	2
2. Payments and Bookings.....	2
3. Your arrival/Trading Times.....	2
4. The pitch we provide:	3
5. Electricity.....	3
6. SPACE LEFT BLANK	4
7. Refuse.....	4
8. Insurance.....	4
9. Health & Safety	4
10. Selling of Food / Catering.....	5
11. Sale of Goods	5

By completing and signing your registration form, you will be confirming your agreement to these conditions.

**Hodge Hill Carnival Steering Group
c/o Colebourne Primary School
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B34 6BJ**

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1. Licensing/Registration

1.1 Stalls/pitches cannot be transferred or sublet without written permission being sort and is at the sole discretion of the operator. Should the operator be satisfied with the transfer and permission granted, a written notification will be given

1.2 All traders are required to clearly display to the pubic their name and stall number (given to you on the day)

1.3 Sale of medicines or potentially dangerous items, i.e. paracetamol, drug related goods, cigarettes incl e-cigarettes, cigarette lighters, lighter fuel, solvents, alcohol, sharp implements including knives are not permitted.

1.4 No alcohol may be in any way stored, offered or consumed at the event site during the event, its set up or break down (whether by sale or otherwise)

1.5 By completing and signing your registration form, you will be confirming your agreement to these conditions. The booking will only be confirmed on receipt of the signed registration form and full payment of the agreed pitch fee.

2. Payments and Bookings

IF A SPACE HAS NOT BEEN PAID FOR IT WILL NOT BE PREPARED OR AVAILABLE.

2.1 Full payment for the stall/s you have booked must be made in advance and is not refundable unless the event is cancelled by the operator.

2.2 Cheques are acceptable up to 14 working days prior to the event and are payable to “Colebourne Primary School”. Cash can be taken at Colebourne Primary School main office.

2.3 VAT is currently not applicable to rents, and receipts can be requested from the operator.

3. Your arrival/Trading Times

3.2 Any traffic orders must be adhered to and the organisers will advise on this.

3.3 Trading times are 11.30am – 4pm. The organisers have the discretion to change the time of closure of trading which may be earlier or later, if absolutely necessary to do so. This will be a decision based on health and safety issues e.g. extreme weather, high footfall. Please respect and co-operate with the organisers' decision. Any rental payable for that day is not affected regardless of less or extra trading hours achieved.

3.4 Please report to the organisers with any booking details you have as you arrive. They will then show you to your designated area. Please do not set up on a pitch without prior consent of the organisers and only do so within the marked out areas for your specific pitch.

3.5 You can get your vehicle next to your allocated pitch in order to unload. Vehicles may remain behind the gazebo pitch for the duration of the trading. For Health and Safety reasons no vehicles can be moved on site within 30 minutes of the start of trading and not before the official end of trading unless there is a change to the end time of the event. If you need to move any vehicles during the trading period, please contact the organiser to discuss.

3.5 If you have not arrived 30 minutes before trading time commences your pitch can be re-let by another trader and no refunds will be given.

3.6 You will need to provide your own gazebo and tables etc. which must not exceed the agreed size.

3.7 Any aisles in the trading areas must be kept clear and not obstructed by merchandise or in any other way e.g. tables and dress rails.

3.8 Misconduct & Disciplinary Procedure; should the organiser consider an incident to be deemed misconduct by a trader, they may suspend the person responsible with immediate effect. The trader may appeal to the Carnival Committee and has the right to be represented by a representative.

3.9 If you are delayed or are unable to attend please call the organiser ASAP so he may address any empty pitches that may occur.

4. The pitch we provide:

Gazebo space: Pitch size: 3m x 3m **plus additional area** behind for a car/small van and up to 2m in front of the gazebo for display items/tables and selling etc.

Table Top Space: 3m linear space **plus additional area** behind for a car/small van

Please note: You are required to bring everything that you need including tables, gazebo etc. The pitch is just a marked out grass space on the event field.

5. Electricity

5.1 There is no central access to electricity for this event. You may bring small generators (see section 6)/batteries if these are required for your stall. If you do you must ensure they are in good working order and have a current safety check certificate where applicable or have documentation from a hire company/shop.

Electricity - Birmingham City Council terms and conditions

5.2 All electricity MUST be supplied by generator.

5.3 All electrical works must be undertaken by "Competent Persons" and shall fully meet the requirements of BS7671 (particularly sections 711 and 740) and HSE guidance note GS50. Private Generating Equipment shall be "Silent Running" and all fuel storage shall be carried out using approved storage vessels and shall be protected from unauthorised access and damage.

5.4 The output voltages from the Private Generating Equipment and shall be within 5% of the normal supply parameters.

5.5 Where supplies are derived via Private Generation or the Supply Company provides no earthing terminal earth stakes shall be utilised. These shall be installed to give a maximum earth loop impedance to satisfy the requirements of BS7671 and other guidance as appropriate.

5.6 The earth stakes shall be connected to the Electrical System Earthing arrangements using cables having a CSA of not less than half the main phase/neutral conductors but of minimum size 10.0mm².

5.7 Supplementary earth bonding shall be carried out. Using cables having a CSA of half the incoming phase/neutral conductors. Minimum of 4mm². These shall be mechanically secured to the metalwork rigs bonded and physically protected to prevent damage.

5.8 All event electrical supplies provided shall be protected by Double Pole RCD units which shall be installed adjacent to the origin of the supply. The level of RCD protection shall be as follows:

- Final Sub Circuits 30mA (maximum)
- Distribution Cables 300mA (time delay)
- All RCD units shall be fully tested on installation and functional tested daily thereafter.
- All cables shall be double insulated as a minimum and shall be physically protected to prevent damage.
- All cables shall be terminated to provide adequate retention to prevent mechanical stress being transferred to terminals. Where appropriate the cable terminations shall also prevent ingress of water.
- Where cables are run overhead they shall incorporate an internal or external catenary wire to prevent mechanical stress on the conductors. The catenary wires shall be connected to an electrical system earth.
- All cables shall be protected by over-current devices dependent upon the cable current carrying capabilities as stated in the IEE Wiring Regulations (BS 7671).

- All electrical equipment and cables shall be maintained, tested and shall be suitable for the environment into which they are to be installed.
- All cables and electrical equipment shall be protected as far as possible to prevent vandalism and accidental damage. However, should damage occur to any electrical equipment or cable the supply shall be isolated immediately and the cable/equipment replaced. A temporary repair is not acceptable.

Additional Carnival requirements

5.9 All generators must be diesel.

5.10 Under no circumstances should generators be refuelled until they are at a suitable and safe temperature to do so.

5.11 A powder extinguisher is required for each and every generator

5.12 A current PAT test certificate should be available for inspection at all times

5.13 A current Public Liability Insurance certificate should be available for inspection at all times

5.14 Please consider fellow stallholders at all times

5.15 An authorised person from the organisers will have the authority to cease the operation of a generator if they deem it unfit.

5.16 The generator should be positioned in a suitable and safe area away from general public

5.17 Health and safety regulations require all of the above and do not permit naked flames and candles under any circumstances.

If there is anything we can do to assist please contact us.

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7. Refuse

7.1 CONTAINMENT OF LITTER IS IMPERATIVE. A CLEAN AND TIDY STALL AREA CAN ONLY ENHANCE YOUR RETAIL OFFER.

7.2 Please ensure you have refuse sacks for your general waste and ensure you either remove this from site or dispose of in one of the large bins

8. Insurance

8.1 Registered Business Traders are responsible for holding a valid Public Liability insurance of £5M. We will operate spot checks so ensure that you carry your insurance details at all times. Traders unable to produce documentation will forfeit their right to trade until they are able to do so.

8.2 All policies shall fully indemnify the operator against any claim howsoever arising when it is attributable to the negligence or fault of the trader or their employee/s.

9. Health & Safety

9.1 The Health & Safety at work act 1974 is enforceable by the department of Health & Safety within the local authority to the event.

9.2 Under no circumstances must any equipment belonging to the carnival be removed or tampered with. The organiser will address any problems you have.

9.3 All goods should be kept within the allocated stall with no spillage or hinder possible emergency access. The organiser will advise on this.

9.4 Traders may not smoke within their stall area or anywhere on the carnival site.

9.5 Vehicles are strictly prohibited from entering the selling area during trading times.

9.6 Traders should be vigilant with regards to any trip hazards i.e. tow bars.

9.7 In the event of extreme weather conditions, the operator will perform a risk assessment and should it be deemed necessary to cancel the event at the beginning of the day, then the operator will charge no rent and any rent payments already made will be refunded on request as long as the request is made within 30 days of the event.

9.8 Business Traders should be aware of the Health & Safety at Work Act 1974 and should be particularly aware of the following;

Section 2: The general duties of employers to their employees

Section 3: The general duties of employers and self-employed persons to persons other than employees.

Section 4: The general duties of persons concerned with premises to persons other than employees

Section 7: The general duties of employees whilst at work.

10. Selling of Food / Catering

10.1. Where the organiser has given specific written consent to food being sold, this should comply with current legislation and be to the satisfaction of the local authority's Environmental Health and the conditions set out in this document.

Department with particular reference to:

10.2 The Food Safety (General Food Hygiene) Regulations 1995

10.3 The Food Safety (Temperature Control) Regulations 1995

10.4 The Food Premises (Registration) Regulations 1991

10.5 All working surfaces should be of laminated plastic or preferable stainless steel construction that may be easily cleaned.

10.6 All equipment should be maintained in a clean and hygienic condition, and if gas fired, should be provided with a suitable shutoff between the gas distribution pipe work and each appliance. This tap must be sited so as to enable easy access to it for isolation of the appliance in case of emergency.

10.7 A stainless steel sink of suitable size must be provided for the washing of utensils and equipment only. A supply of hot and cold water provided over the sink. Cold water is acceptable where the sink is used solely in connection with the sale of fruit and vegetables. Waste water must be collected from washing facilities into sealed containers outside the trailer/pitch area.

10.8 A first aid kit must be available at all times.

11. Sale of Goods

11.1 Goods sold as new must not be faulty and must work satisfactorily.

11.2 Goods must be safe and fit for the purpose for which they were purchased.

11.3 Goods must be as described either verbally or on the label or packaging or otherwise.

11.4 Services must be as described and carried out in a proper manner with the provider using reasonable skill and care and carried out within a reasonable time and at a reasonable price.

11.5 Compliance with Trading Standards guidance is expected.

11.6 Only merchandise which the trader has previously indicated and has been accepted by the organiser should be for sale. Permission for a change of trade should be sought from the organiser. The sale of counterfeit goods shall be reported to the police and local authority immediately.

11.7 No living animal of any species including fish and invertebrates shall be given as a prize or offered as a prize on any funfair stall or entertainment or side-show.

11.8 The sale or display of any items that are likely to cause offense or harm is not permitted. This includes imitation or replica firearms and other weaponry.

If you have any questions please contact us.

Stuart Guest or Rev Al Barratt

(Hodge Hill Carnival Organisers)

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