

THE LONDON MELA Saturday 31st August and 1st SEPTEMBER 2019

TERMS & CONDITIONS

1.0 Definitions

1.01 In these Terms and Conditions the terms you or yours refers to the person or organisation that is applying for a pitch to trade from.

2.0 Application

2.01 A signed copy of these terms and conditions, together with your completed application form, a copy of your insurance certificate, a sample tariff, PAT certification (if necessary), Gas Safety certification (if necessary), and details of your registration with your local authority must be received before any application can be accepted.

3.0 Payment

3.01 The deposit of your site cost must be received within one week of acceptance to trade at The London Mela 2019;

3.02 The balance of the total site cost, your power requirements and any furniture hire must be paid by 11th of August 2019;

3.03 An additional fee of £250 per 3mt frontage will be taken for litter bond. This will be returned after a designated representative of Zee London Mela has ensured that your designated pitch has been left tidy and in good order; If your designated pitch has not been left tidy and in good order, then Remarkable Productions retains the right to bank this litter bond to cover the cost of cleansing and making good; it is the traders responsibility to ensure that they wait to be checked off. If they leave site before doing so then litter bond will be retained.

4.0 Insurance

4.01 You are obliged to take out insurance to cover any hazard or loss which may occur at the festival. This must include public liability insurance for no less than £1,000,000 or an amount that you feel commensurate with the risk; A copy of your insurance certificate must be sent with your application, no applications will be accepted without insurance details.

5.0 Losses

5.01 You agree that Remarkable Productions or any of their designated representatives are not responsible or hold any liability for; any financial losses, for any loss or damage of your equipment, goods or personal belongings, personal injury of representatives working for or connected to you or for any members of the general public attending this festival which are directly or indirectly incurred by you whatsoever.

6.0 On Site

6.01 Remarkable Productions and their designated representatives are solely responsible for the allocation of pitch sites;

6.02 You may not sub-contract your stall or any part of your stall.

6.03 The number of vehicles you are allowed on site will be agreed in advance. Please ensure that you have booked a large enough pitch to accommodate them; Any other vehicles must be parked in the Traders Car Park and are not allowed on site.

6.04 There are no plastic or polystyrene disposables allowed on site, only biodegradable/compostable or wooden disposables are allowed. No items must be sold to public in glass containers. Failure to do so will result in the litter bond being retained;

6.05 No amplified music or PA systems are permitted;

6.06 No animals or pets are allowed on site, any animals brought onto site will be removed at your own expense; Failure to do this will result in your expulsion from site, with Remarkable Productions entitled to retain your full pitch fee;

6.07 You are obliged to keep the area 10 metres in front of your stall tidy and free of rubbish; You must ensure that all waste generated by your stall is placed in the appropriate bins provided. Please flat pack and remove all cardboard and packaging to the recycling points;

6.08 Care should be taken not to cause any damage or change to the site, including the grass in public areas, or to any of the fittings, equipment or any other property belonging to the site or to Remarkable Productions or their designated representatives; You shall pay for any damage, including accidental damage caused.

6.09 You shall ensure that your designated pitch has been left tidy and in good order and that Remarkable Productions or their designated representatives have deemed it so; Any cost for cleansing your site will be charged to you which will include failing to dispose of waste oil appropriately, or leaving gas bottles behind. Failure to do so will result in the litter bond being retained.

6.10 You are not permitted to make any recordings or broadcast of the event; all images and sound recordings remain the property of Remarkable Productions;

6.11 Remarkable Productions reserve the right to cancel a trader's pitch at any time due to adverse weather that results in space not being available. Remarkable Productions will refund the full fee paid shortly after the festival.

7.0 Fire / Gas / Electricity / Water

7.01 You must supply a completed fire risk assessment (as part of this application form);

7.02 All gas appliances must comply with the relevant regulations and must be certified by a registered Gas Safety Engineer; Gas Safety testing must have been carried out within a year of September the 1st 2019

7.03 All stalls must supply a fire blanket as well as the correct fire extinguisher(s) for the cooking method(s) being used. All fire extinguishers must be a minimum of 6kg (tested within a year of September the 1st 2019) and a fire blanket.

7.04 Your site fee does not include electricity; you must order and pay for your electricity in advance using this form. Power cannot be arranged on site on the event day, any changes from what has been ordered on this application must be received by August 21st 2019.

7.05 All electrical equipment used within your stall must have Portable Appliance Testing (PAT) certification from a qualified electrical engineer; PAT testing must have been carried out within a year of September 1st 2019, copies of certification must be sent with your application; no applications will be accepted without PAT details.

7.06 All wastewater must be disposed of in the tanks provided, and not be poured onto the ground; the digging of sumps and soak-away is prohibited.

8.0 Prohibited Items

8.01 You are obliged to supply a sample tariff of products (including prices), which will be offered at the festival; You shall use the allocated pitch for the purposes listed on this tariff only; This tariff must be sent with your application, no applications will be accepted without tariff details.

8.02 You are obliged not to supply for purchase or gift, prohibited items including alcohol in any form whatsoever i.e. brandy-coffees, herbal highs, tobacco products, laughing gas, tin foil barbeques, kites, or any form of flammable equipment.

8.03 There are no plastic disposables or glass allowed on site; you are obliged to use biodegradable plates, cups, and cutlery only. Failure to do so will result in the litter bond being retained.

9.0 Health and Safety

9.01 You must supply details of your registration with your local authority on application. No applications will be accepted without registration details.

9.02 Ensure that all working practices comply with the regulations as outlined in the Management of Health and Safety at Work Regulations 1999.

9.03 Ensure that all working practices comply within the regulations as outlined in the Manual Handling Operations Regulations 1992.

9.04 Ensure that all working practices comply with the regulations as outlined in the Personal Protective Equipment at Work Regulations 1992.

9.05 Ensure that all working practices comply with the regulations as outlined in the Provision and Use of Work Equipment Regulations 1998.

9.06 Ensure that all working practices comply with the Food Hygiene (England) Regulations 2006.

9.07 Ensure that all working practices comply with Regulations (EC) No 853/2004 on the hygiene of foodstuff.

9.08 Ensure that all delivery, storage, containment, usage and removal of flammable liquids comply with the regulations contained in the following: The Management of Health and Safety at Work Regulations 1999, The Health and Safety at Work Act 1974, Highly Flammable Liquids and Liquefied Petroleum Gases Regulations 1972.

10.0 Non-compliance

10.01 Remarkable Productions and their designated representatives reserve the right to remove you from the event site if you do not comply with the obligations as outlined within this document;

10.02 You may not be permitted to operate your stall or outlet if you do not satisfy the licensing requirements of the Local Authority; Remarkable Productions and their designated representatives cannot accept any responsibility or liability if this situation occurs.

10.03 You agree to abide by the above clauses of 1.0 - 10.03 and indemnify Remarkable Productions their designated representatives against any claim, loss or liability arising from a breach of the above clauses/ regulations;

I / we understand our obligations and regulations as laid out in this agreement and hereby undertake to abide by them, and the instructions of Remarkable Productions/ their designated representatives.

By ticking the two boxes I have read the Terms and Conditions and I agree to the Terms and Conditions and signing the online Traders Submission form on the The London Mela website I / We accept the

Terms and Conditions.