



# Hertfordshire Pride Society Stallholder Terms and Conditions

Last updated March 2023

Please make sure you have read and understood the following terms and conditions before completing your application form. These terms and conditions are for everyone's benefit and welfare and to ensure that the event is enjoyable, safe and successful.

## Definitions

- a) The Organiser is the Hertfordshire Pride Society, and the event is known as Herts Pride.
- b) Trade space, the term stallholder indicates the area where an Exhibitor or Caterer is trading from.
- c) Stallholder or Exhibitor means traders, caterers, craft people, charities, non- commercial groups, and companies wishing to exhibit with a Trade Space at Herts Pride.

## TERMS

### 1. Applications

1.1 All applications for Trade Space should be submitted using the booking form. No Trade Space can be guaranteed until The Organiser has returned a confirmation letter or email and all payment for Trade Space have been paid in full.

1.2 Under no circumstances are petrol generators to be used. Diesel generators may be used by space only traders in permitted areas only. No generators at all will be permitted on 2 m x 2 m stalls or within enclosed blocks of stalls.

1.3 If you should need to use a generator, then it is essential that you have adequate fire extinguishers for your stalls. It is the trader's responsibility to provide their own fire safety risk assessment and fire safety equipment.

1.4 All traders must comply with local fire, health and safety regulations and with the directions of the events health and safety official.

1.5 No company or person will be allowed to trade on site without the prior consent of the event organiser.

1.6 No subcontracting or pick stalls will be allowed without the written consent of the Event's Director.

1.7 No third-party sponsorship may be displayed on any pitch without the prior written approval of the event organisers.

1.8 Vehicle movement times and instructions must be strictly adhered to as specified by the Event Co-ordinator. No portion of an exhibit must be dismantled by an Exhibitor before the close of the event.

### 2 Hours of Exhibition



2.1 The Organiser reserves the right to alter the hours of operation at the event without notice to Exhibitors, visitors, and other persons. No portion of an exhibit must be dismantled by an Exhibitor before the close of the trading element of the event at 6.00pm.

2.2 You must have set up your stall by 11.00am on Pride Day. You will be allowed access to set up your stall on Friday 18th August between 3.00pm and 7.00pm. You must be off site on 18th August by 8.00pm. The site will be secure and patrolled by

security staff overnight. However, any items left overnight will be done so at your own risk and any valuables must be covered by your own insurance. On Saturday 19th August set up will be from 9.00am and all cars must vacate the event area by 11.00am.

2.3 Market Zone and Health and Wellbeing stallholders will be able to pack up at 6.00pm and depart from 7.00pm on Pride Day. You will not be able to drive your motor vehicle on site before 6.00pm. Please do not attempt to leave before 6.00pm as this will contravene the Herts Pride Event Management Plan and Risk Assessment which have been submitted to the local authority licensing department. Vehicles are allowed on the Pride site, to pack up, from 6.00pm to 7.00pm, but must be off site by 7.00pm.

2.4 Catering stallholders will be able to pack up at 9.00pm and depart from 10.00pm on Pride Day. You will not be able to drive your motor vehicle on site before 9.00pm. Please do not attempt to leave before 9.00pm as this will contravene the Herts Pride Event Management Plan and Risk Assessment which have been submitted to the local authority licensing department.

### 3. Postponement or Abandonment

3.1 Should the event be abandoned on the day due to strikes, lockouts, poor weather, acts of God, third party or other circumstances outside the control of the Event Organisers NO refunds will be available.

3.2 Where the event is cancelled or postponed by The Organisers 4 weeks prior to the event date, a full refund of site rental will be made available to exhibitors.

### 4. Default by Exhibitors

4.1 Exhibitors shall be in default under the general conditions of this application form for exhibition Trade Space should they:

- Fail to make payment by the due date.
- Fail to physically occupy their allotted exhibition Trade Space.
- Use the Trade Space in a manner that contravenes the application.
- Violate any applicable law or regulation or any rule or code of conduct.
- Be in breach of any item or provision of this application.

### 5. Exclusive Rights

5.1 The granting of exhibition Trade Space does not guarantee the Exhibitor sole right of selling or promoting their commodity or service unless The Organiser approves such agreement in writing.



## 6. Liability

6.1 Neither The Organiser nor their representatives shall be liable or responsible for any injury to the Exhibitor or their employees, agents, guests or visitors while within the confines of the Trade Space allocated to them.

## 7. Security

7.1 Exhibitors shall be solely responsible for providing security for their own exhibition Trade Space. Neither The Organiser nor their agents shall be liable for any damage to

property of Exhibitors or the property of Exhibitors agents, employees, guests or visitors and the Exhibitors agree to indemnify and hold harmless The Organiser and their agents against such loss.

## 8. Stall Management

8.1 The Exhibitor shall provide an adequate number of staff for the operation of the trade site and ensure that such staff are over the age of 16, adequately trained, clean, civil, sober and well presented at all times. The Organiser may require the Exhibitor to remove any member of staff that in the opinion of The Organiser does not meet these standards. The use of offensive or abusive or threatening language by the Exhibitor or its staff will breach this clause.

8.2 Team members of the company or organisation that is exhibiting or trading at the event will be required to wear a 'Stall Holder Wristband'. These will be supplied to you on your arrival to the site in the morning. Anyone found not wearing a wristband will be asked to purchase one, alternatively asked to leave the event. Please check that you are being supplied with enough wristbands to cover all your team. Additional bands can be purchased in advance by speaking to one of our event team. Please call 07908223320 for more details.

## 9. Stall Structures

9.1 When using temporary structures such as gazebos, awnings or tents the exhibitor must make sure it complies with Health and Safety standards. This is due to health and safety implication such as high winds, trip hazards with cables etc. The Event Director on the day will have the final say.

## 10. Unloading

10.1 Only one stock vehicle is permitted within the trade site area while unloading and loading.

## 11. Stand Cleaning

11.1 All exhibitors are responsible for the appropriate cleaning and sanitising of their stall, and the disposal of rubbish and waste, please can you at the end of the day deposit this rubbish and waste in the bins provided on site. By keeping your part of the site clean ensures that the price of cleaning the whole site easier and cheaper.

## 12. Insurance

12.1 Public Liability Insurance: Part of the booking we require each stallholder to have public liability insurance to the value of at least £1,000,000 which covers for events i.e. away from your own premises. You must provide us with a copy of your in-date insurance certificate showing that it covers you for Herts Pride.



12.2 All stall holders and catering must have a valid copy of their public liability insurance ready for inspection by the event management team prior to the opening of the event to the public at 12.00pm.

12.3 All catering pitches must hold a valid copy of their food hygiene and/or preparation certificates ready for inspection by the event management team prior to the opening of the event to the public at 12.00pm.

### 13. Lotteries and Games of Chance

13.1 No Lotteries or Games of Chance with cash prizes shall be organised on any stand within the Trade Space or on any other part of the site. Apart from the fairground and amusement attractions.

### 14. Branding

14.1 The Exhibitor shall not reproduce The Herts Pride logo, or any branding associated with Herts Pride on any publicity material or otherwise without the prior written consent of The Organiser.

### 15. Admission Charges by Exhibitors

15.1 No Exhibitors shall charge an admission fee to their exhibit except without prior written approval of The Organiser.

15.2 Due to licensing restrictions Amplified Sound System or Radio Road shows will not be operated from any stand within the Trade Space without the written consent of The Organiser. In line with the site regulations, all amplified sound must be terminated by 10.00pm

### 16. Damage to the Ground Surface

16.1 Any Exhibitor or contractor wishing to break the ground surface for the purpose of erecting an exhibit/ marquee must first contact The Organiser to seek prior consent. Any Exhibitors or contractor causing damage to any part of an event site or any other area will be liable to the cost of reinstatement.

### 17. Distribution of Literature, Display Notices & Banners

17.1 Exhibitors are not permitted to roam around the event site handing out literature. The distribution of all literature shall be confined to the Exhibitors stand area only. Displays, banners, leafleting, signage or any other style of displays are not permitted in the parking areas or on an event site or surrounding areas without the written approval of The Organiser.

### 18. Car Parking

18.1 On request, each Exhibitor will be issued with 2 spaces for car parking. Additional car parking passes may be acquired at the discretion of The Organiser. Exhibitors must park in the designated "Exhibitors Car Park" or be parked on their own exhibition Trade Space if the vehicle is an integral part of the exhibit.

18.2 Any vehicle irregularly parked in the event site or obstructing any exit must be moved immediately.



## 19. Assignment

19.1 This application is personal to the Exhibitor and shall not be assigned, transferred or apportioned. No more than one business entity may exhibit or operate in a single exhibition Trade Space without the written permission of The Organisers of the event. Further, Exhibitors shall display their products and conduct business only within their own exhibition Trade Space.

## 20. Prohibited Items

20.1 We cannot allow under any circumstances traders to sell:

- Knives or anything that could be construed as a weapon or replica weapon.
- Any illegal or controlled substances.
- Food, snacks, soft drinks, ice cream, alcohol, cigarettes or tobacco products of any description without written permission from the committee.
- Any item purporting to be official or unofficial event merchandise of any description, or regarding any of the artists appearing at the event.
- Any unauthorised records, CDs, videos or tape recordings.
- Candles, handheld torches, flares or wands which may constitute a fire hazard or cause injury to any person.
- Laser pens or other laser equipment.

Any Exhibitor found selling these products will be removed from the site and no refund will be available.

## 21. Explicit / Adult Materials

21.1 This is not allowed - You must inform us at the time of booking if you intend to sell, or display, any materials or products classified as 'adult' or 'explicit'.

## 22. Cancellations

22.1 Cancellation made by traders less than 10 weeks before the event date will be subject to an administration charge of 75% of the booking fee.

22.2 Cancellation made by traders within 5 weeks before the event date will be subject to an administration charge of 100% of the booking fee.

22.3 Failure to attend the event without notification will result in the full balance remaining due for your pitch.

## 23. Disputes

23.1 In the event of any disputes the Chair and Event Director (Tyson Martin) decision is final.