Solas Festival 2020

Terms and Conditions for Stallholders

1. Once your application to trade has been accepted by Solas Festival, your contract with the festival will be subject to the following terms and conditions. Please ensure you have read them and made your staff aware of them prior to the event. The management reserves the right to evict from site anyone breaking this contract, or behaving in an illegal, aggressive or disorderly manner.

a. Trading pitches will be allocated by Solas Festival.

b. Traders agree to co-operate fully with management and security. All safety direction and instructions must be followed.

2. The festival will fun from midday on Friday 19th June to early morning Monday 22nd June. The pitch is for the entire duration of the festival.

a. Traders are welcome to begin their set up from 8am on Friday 19th June and must be ready to trade from 4pm on Friday 19th although trading can commence from midday.

b. Traders must remain at their pitch until 11pm on Sunday 21st June unless otherwise agreed with Solas Festival and must have left the site by midday on Monday 22nd June.

c. Please enter and leave the site by the appropriate gate and road, which will be advised when your booking is confirmed.

d. Any trader who arrives after 4pm on Friday 19th June, on Saturday 20th or Sunday 21st to set up will be turned away and forfeit any fees paid. There are no exceptions to this condition.

e. Trading Hours to be agreed with Solas Festival in advance of Friday 19th June – will be dependent on pitch location.

3. The pitch booking:

a. Includes two festival passes

b. Additional staff passes are available at a cost of £50.00 each.

c. Passes for children (0-11 years) of stallholders are available free, but for Health and Safety purposes we must be notified of children who are to accompany stallholders prior to the event. Please consider your staffing levels and child passes carefully because:

d. There will be no additional passes available once the public allocation has sold out due to the limitations on numbers imposed on us by our site license/local authority.

e. Solas Festival is strictly **dog free** due to the requirements of Errol Park Estate (a working farm). Traders must not bring dogs onsite during the festival or the set up.

4. Solas Festival does not provide stall tables, covers, tents etc. Traders must provide their own.

a. All marquees, tents or other self-build structures should be of sound construction including all supporting poles, frames, guy ropes, stakes anchors and fastenings etc. and all guy ropes and fixing stays shall be conspicuously marked to ensure they do not present a trip hazard. Structures must also be fire retardant. Proof will be required either in the forms of the manufacturers label or by an independent inspection. Most structures purchased from high-street retailers will be fire rated.

b. Once sited you may under no circumstances move your pitch without express permission from the festival management.

c. There is to be no amplified noise as part of your stall unless specifically agreed with the festival management.

d. No third party sponsorship is to be displayed on the site without permission from the festival management.

e. No unauthorised traders or sub-letting of pitches.

f. You may not sell goods from any area other than your designated pitch or sell goods other than those indicated on your application.

g. If you wish to apply for more than one stall you must make a separate booking for each individual stall.

h. Prices for merchandise for sale must be displayed and ingredients must be clearly listed.

i. The sale of alcohol, tobacco products, drugs, weapons, wax flares, legal highs, sky lanterns and bbqs are all banned.

j. Anyone found to be using or selling illegal drugs will be immediately shut down, and reported to the authorities.

k. No food is to be sold from a non-food stall due to separate safety and licensing requirements.

l. Please note that the festival site is a working farm and must operate a strict NO GLASS rule for the protection of the animals who will return to our fields after the event. Traders are therefore not permitted to sell drinks in glass bottles.

5. All vehicles are brought on site at their owner’s risk, and must be suitably insured. The festival cannot accept any responsibility for any loss or damage that may occur during the Festival.

a. Traders will be permitted one vehicle at their pitch. Any further vehicles must be kept in the main car park.

b. Traders will be held responsible for any persons coming on site to deliver to or service their stall. c. Traders are responsible for ensuring contractors delivering to, or working on their stall, are suitably insured.

d. Any traders who plan to sleep overnight in their stall must have an operating smoke alarm.

6. Each trader is to be responsible for the cleanliness of their pitch, both back and front. If your area is unacceptably littered you may be asked to shut down.

a. Traders are responsible for separating their own rubbish in receptacles provided. Containers will not be provided for individual stalls.

b. Traders must have removed ALL litter on departure. A charge of £50 per kilogram of litter left will be made where necessary.

c. Solas Festival is committed to being as environmentally sustainable as possible – we ask that traders, where possible refrain from using or selling single use plastic items.

7. All traders must adhere to the requirements of the smoke free legislation, which includes displaying the statutory A5 ‘no smoking’ sign.

a. All traders must comply with the requirements of the Health and Safety at Work Act 1975 and its supporting regulations, the Fire (Scotland) Act 2005 and its supporting regulations and any additional local authority requirements.

b. Traders must provide, at time of application and where relevant, evidence of adequate and current:

• Public Liability Insurance

• Employers Liability Insurance

• Risk Management Plan [this must be provided by law, outlining any significant health and safety hazards associated with each stall, and what steps are taken to control such risks.]

• Gas Safety Certificate

c. To comply with health and safety regulations all electrical appliances and cables used by traders must display a current PAT Certificate and sticker. Any equipment without a PAT certificate will be tested onsite and a fee for testing applied.

d. It is essential that all traders provide adequate and relevant fire safety equipment for their stalls. Stall coverings must be fire proof, and staff must be trained in correct fire action policy. It is recommended that traders have fire blankets and suitable fire extinguishers.

e. Each stall must have a basic first aid kit.

8. Traders with electrical requirements must provide their own 16amp connector. Traders are also responsible for providing any extension leads required; these must be tested and suitable for outdoor use.

a. Power supplied by Solas Festival will run at least from 10am until Midnight Friday, Saturday and Sunday. Every effort will be made to have continuous power between these times. No refunds will be made in the event of any power failure.

b. If power is required after midnight this must be noted at time of application.

9. Items not permitted on site: glass containers, body piercing equipment, illegal or controlled substances, laser pens, weapons or potential weapons, unauthorized fireworks, or items likely to cause a hazard of fire or injury. Any such items will be confiscated and your stall will be shut down.

a. Open fires are not permitted.

In the event of a cancellation after payment, there will be a forfeit of 10% of the total pitch price. If the cancellation occurs within 30 days of the event, the total cost will be forfeited. The decision of the festival management is final.

10. Solas Festival is committed to equality of access.

a. No stallholder should discriminate against anyone because of their, gender, nationality, race, religion, sexuality or dis/ability.

b. Where possible, adjustments must be made to ensure that service is accessible. This may include: providing price lists/information in large print, helping customers who cannot reach products and other reasonable adjustments. Solas Festival is able to provide further information on accessible service on request.

Liability disclaimer- Solas Festival or its lawful representatives will not be responsible for any accident, loss, or damage however caused, that may occur to any trader, his/her agents, or his/her property brought onto the festival site, or whilst entering or leaving the site unless such accident, loss or damage is caused by the fault or negligence of Solas Festival or its lawful representatives. Please ensure all stallholders and helpers are vigilant. Solas Festival is not responsible for effects on the level of trade caused by weather, power failure or any other unforeseen circumstances.

Any departure from these conditions of trading could result in the stallholder being asked to leave the site without refund of pitch rent and will certainly jeopardise the stall holder's chances of being invited to trade at future events.