

(Non-Food) Terms and Conditions for Participation in Plumstead Make Merry 2021

1. General

- These Terms and Conditions of Participation (“the terms”) apply to all stall holders not involved in the provision of food and beverage.
- The terms apply to all persons involved with your stall at any time.
- They are made available prior to application for a stall holding and are also available on the Plumstead Make Merry website.
- By making an application to be a stall holder you confirm you have read, understood and agree to these terms.
- We do not confirm any application which does not agree with these terms and do not accept any liability for individuals or organisations who fail to observe the terms once agreed.
- You should contact us prior to making an application if you have questions about the terms.
- These terms should be retained for future reference.

2. Health and Safety

- You are required to abide by all Health and Safety Regulations at all times.
- Questions about Health and Safety prior to the event should be submitted to info@plumsteadmakemerry.co.uk.
- Question about Health and Safety on the day should be directed to a member of the roaming team or your on-site contact number.
- You should always dial 999 in the event of an emergency and never assume others have done so.

3. Insurance

- All stall holders are responsible for obtaining their own Public Liability and other relevant insurances.
- The event organisers cannot insure stalls, their infrastructure, contents or staff.
- Your participation at this event is completely at your own risk.

4. Payment

- Payment must be made in full at the time of booking.
- Payments may be made by cheque or bank transfer.
- Cash payments can be made into any Natwest Bank.

5. Cancellation Policy

- Cancellations must be in writing to stalls@plumsteadmakemerry.co.uk
- Cancellations made 60 days or more before the event will be fully refunded.
- Cancellations made less than 60 days before the event will not be refunded.
- Once a cancellation has been received any future request for a stall will require a new application.
- This policy is non-negotiable due to our need to cover the costs of running the event.
- All refunds will be made by cheque or where practicable by BACS

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6. Pitches

- Pitches are only confirmed and allocated upon receipt of a completed application, full payment and any documents required.
- Where monies, application or documents are outstanding no booking is made.
- Pitch allocation cannot be changed on the day.
- While the organisers try and accommodate requests regarding pitches (i.e., being placed next to a friend or specific organisation) these cannot be guaranteed.

7. Litter

- You must make sure you do not leave litter on the site.
- You should ensure you have sufficient provision to collect and dispose of your litter.
- Recyclable and non-recyclable litter bins are made available by the organisers.
- Where bins are full or inaccessible you should contact a member of the on-site team.
- You remain responsible for disposing of your litter properly at all times.
- Those who litter risk a fine from the council.

8. Stalls – General Guidelines

- It is our policy to provide as great a variety of stalls as possible, but stall content is at our sole discretion.
- We cannot guarantee that any trader will have exclusive rights to sell a particular product or service.
- Non-charity tombola stalls will be permitted at our sole discretion, but in general are discouraged.
- If your activities require a license this license must be available for inspection at the stall at all times.
- Signs and exhibits should not overshadow or obscure neighbouring displays.
- You must not use any amplification unless previously agreed in writing. This includes the use of radio frequency microphones or loudhailers.

9. Stalls – Prohibited Content

- The following is not permitted to be sold, displayed or given away as prizes:
 1. Alcohol (including low alcohol products and equivalents)
 2. Drugs other than prescribed medication (including 'legal highs')
 3. Food and beverages (other than by approved food stalls)
 4. Livestock
 5. Goldfish
 6. Flammable materials
 7. Other items subject to legal age restrictions, including but not limited to:
 - a. Tobacco and related products (incl. 'e-cigarettes' and related products)
 - b. Knives (incl. replica knives, plastic or otherwise)
 - c. Fireworks
 - d. Weapons (incl. replica weapons, e.g., toy guns, swords, etc)
 - e. Indecent material
 - f. Glues, solvents and spray paints
 8. Items subject to other legislation, including but not limited to:
 - a. Items which incite or encouraging acts of violence
 - b. Items which discriminate against individuals and/or groups with protected characteristics, or those who associate with or could once have had such a

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protected characteristic, related to:

- i. Age
- ii. Disability
- iii. Gender re-assignment
- iv. Marriage and civil partnership
- v. Pregnancy and maternity
- vi. Race
- vii. Religion
- viii. Sex
- ix. Sexual Orientation

9. Any other item which may prove dangerous in the hands of a child or anyone else in whom it would be reasonable in all the circumstances to assume the possible dangers of such item could not be fully understood.

10. Stalls – Weather

- Please remember weather is unpredictable and prepare for all conditions.
- Ensure you have means to secure and maintain your stall in strong winds, heavy rain, and hot weather.
- You must follow all instructions given on the day regarding the construction, maintenance and breakdown of your stall.
- The organisers will be unable to assist on the day if you have inadequate provision for the construction, maintenance and breakdown of your pitch.

11. Stalls – Equipment

- We do not provide equipment for the construction, maintenance and breakdown of pitches.
- You need to provide all your own equipment for the safe construction of your stall or activity.
- This includes any tables, chairs, displays, protection against the weather and safety equipment.
- If your stall or activity includes throwing any object, (i.e., a coconut shy or cans), you must have adequate safety screens all around to prevent injury to the public and other stallholders

12. Stalls - Generators

- The below are requirements of our license.
- Stallholders not fulfilling requirements will be required to leave (no refund).
- The stallholder bears all responsibility for fulfilling these requirements:
 - o If you intend to use a generator, this must be stated and paid for on application.
 - o The generator, fencing and all other equipment must fit within allocated pitch.
 - o Generators must be placed safely away from the public, suitably fenced off and can only be refuelled after being turned off and allowed to cool down.
 - o Any stall using a generator must provide adequate fire extinguishers.
 - o There is an additional charge for the use of a generator

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13. Access and Movement of Vehicles

At all times:

- The event is subject to council requirements.
- These include restrictions on the access and movement of vehicles.
- Only vehicles pre-registered with us will be able to access the site.
- Vehicle movement should never exceed 5mph when onsite.
- Your vehicle should only move on the site accompanied by a steward.
- You must follow all instructions given by staff about vehicle movement.
- You should have the necessary insurance, tax and roadworthiness certificates.
- You should ensure you have breakdown coverage enabling removal of your vehicle in the event of breakdown.
- Plumstead Common is subject to Byelaws (see 16, below)

Set-up (Morning)

- Vehicle access is provided via the gated vehicle entrance in Old Mill Road, opposite Chestnut Rise.
- 1 vehicle per stall only is permitted to access for set-up in the morning.
- Please make sure you have everything you will need for the day.
- The vehicle can access the site from 8.30am to 10.30am.
- Once the vehicle has unloaded it must leave the site promptly.
- Once the vehicle has left the site, it cannot return.
- Additional cars cannot be brought onsite at any time.
- The vehicle must be off-site by 11am.
- No access will be possible after 10.30am.

During the event

- Due to licensing requirements and matters of public safety no vehicle movement is permitted on site between 11am and 6pm.

Break-down (Evening)

- Vehicle access is provided via the gated vehicle entrance in Old Mill Road, opposite Chestnut Rise.
- 1 vehicle per stall only is permitted to access for break-down in the evening.
- Please make sure you pack everything you should when you leave.
- The vehicle can access the site from 6pm but not before.
- Once the vehicle has left the site, it cannot return.
- Additional cars cannot be brought onsite at any time.
- The vehicle must be off-site by 19:00, when the gate will be locked.

14. Food Stalls

- To comply with legislation only registered food providers can make and sell food or drink on the day.
- There are different terms and conditions for those involved in the selling of food and drink, including guidance on regulations.

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15. Conduct and Behaviour

- Stallholders must not behave in any way designed or likely to upset, injure or offend other people.
- Stallholders must follow any instructions given by a member of the Plumstead Make Merry team with regards to conduct and behaviour on-site.
- Plumstead Make Merry investigates all complaints regarding conduct and behaviour.
- It is the alleged impact on the offended party and not the intention of the alleged injurer which matters in the first instance.
- Stallholders who do not conduct themselves in accordance with these terms will be asked to leave.
- Stallholders asked to leave will not be able to apply for a stall in future.

16. Bye Laws

- Plumstead Common is subject to Bye Laws, which can be viewed at the Town Hall.
- These byelaws cover amongst other offences: litter, creating damage, parking, noise and nuisance.
- Breach of any byelaws will result in removal from the site by a Council Officer or Constable and/or prosecution.
- No person shall be allowed on the grounds without the consent of the Council (via the Plumstead Make Merry Committee) to sell or offer or expose for sale or let to hire or offer or expose for letting to hire, any commodity or article.

17. Itinerant Selling

- There shall be no roaming around the event site selling, collecting donations or distributing material or any other means of promotion.

18. Clothing

- Please make sure you bring suitable clothing for all weather conditions.
- Stallholders or their staff should not wear high visibility clothing.

19. Photography

- Plumstead Make Merry have official photographers roaming the site and taking pictures.
- Your participation in a public event on a public space is assumed by us to be consent for these photographers to take these pictures.
- If you would prefer that our photographers did not take your picture then you can instruct them at the time, or write to us at stalls@plumsteadmakemerry.co.uk
- All of our photographers are instructed to respect the wishes of individuals and parents with regards to photographing them and/or their children.
- You should contact a member of the roaming team if you have any concerns or queries regarding photography on the day.