

**Cheam Village Christmas Fayre**  
12 The Broadway  
Cheam  
Surrey  
SM3 8AY



## Terms and Conditions

### Definitions: -

Organiser	Cheam Chamber of Trade
Approved Trader	Any person or body that enters into an agreement to trade at the Cheam Village Christmas Fayre.
Pitch	The space within the site allocated to the Approved Trader by the Organiser.
Site	The area designated by the Organiser to host the Cheam Village Christmas Fayre.

## Application

1. Pitches to be charged on a per meter basis at the rates quoted on our application form. Minimum size to be paid for is 3m x 3m, although some mini pitches for Start-up businesses are available at the organiser's discretion.
2. Full dimensions of stalls must be declared on the application so that stalls of a size greater than 3m x 3m can be located in wider streets (must include tow bars where applicable). This is to minimize congestion along the thoroughfare and comply with SAG regulations. \*Spaces are very limited for larger stalls\*.
3. No pitch will be reserved/allocated unless full payment is made for the pitch. Once payment is made no refunds will be made for pitches unless cancellation is made in accordance with point 12.
4. Pitches will be located appropriately according to the dimensions as declared on the application and the general area specified. Once the festival has commenced, Approved Traders will only be offered an alternative pitch if their allocated pitch is unavailable or obstructed at setup.
5. Prior to the event a plan of the site will be sent to Approved Traders, assuming all application documents and full payment has been received by the Organisers, together with full details of arrangements for the stalls during weekend. This will not be sent until a week before the event.
6. Approved Traders must have applied, paid, been accepted, and have all required documents received by 1st November 2024 to guarantee a pitch.
7. Applicants acknowledge that no guarantee of pitch site can be made by the Organisers due to the dynamic nature of the pitch area. Additionally, a site allocated one year cannot be guaranteed in subsequent years.
8. Applicants acknowledge that the Organisers cannot be responsible for the value of sales over the weekend.
9. To ensure diversity and to avoid poor trading conditions for both applicants and existing traders, the Organisers will not accept applications from tea or coffee vendors. The festival takes place in a town centre which is home to a number of traders already offering these goods.
10. Approved traders must setup within their designated pitch area. Approved Traders will be requested to remove any equipment, display stands or other items which are placed outside the measured area in which they have applied to trade. Failure to do so may result in removal or additional charges.

## Alternative Site

11. In the event that a pitch is changed or modified due to circumstances beyond the Organiser's control, the Approved Trader will be notified of the change as soon as is reasonably practicable.

## Cancellation by trader

12. In the event of an Approved Trader cancelling their pitch after 1st November 2024, no refund will be allowed. Cancellations received in writing via Recorded Delivery before 1st November 2024 will receive a full refund.

## Cancellation of the event

13. No refund of a pitch fee will be made in the event of the festival or part thereof being halted due to any Force Majeure.

## Preparation

14. Access for set-up by Approved Traders is from 13.30. All vehicles must be removed no later than 16.30. Trading is permitted from 15:00. Trading to cease at 21.00. Maximum speed limit within the fayre area is 5mph.
15. Approved Traders to provide their own stall and equipment; **the fee secures an open area with no power facility only.**

## Health & Safety

16. Approved Traders are expected to comply with all Health & Safety regulations.
17. All generators operated by traders will be:
  - Silent running
  - Diesel fuelled unless fully enclosed in a trading vehicle or trailer.
  - External generators are to be cased/caged/barriered to prevent unauthorised access.
18. All electrical equipment and cables must be PAT certificated. NB: The festival management reserves the right to halt the use of any electrical equipment/generators not meeting these requirements or otherwise deemed unsafe or to be causing discomfort/nuisance to other traders, members of the public or residents.  
  
Traders must supply details of generators on the application form, failure to do so will result in automatic rejection.
19. Approved Traders must supply a risk assessment for their stall (i.e. securing equipment/trailing cables) and act responsibly to minimise risk to the public. **The organisers will not be held liable for an injury incurred as a result of non-compliance with these terms.**

## Food & Beverages

20. Traders preparing or cooking food, on or off site, must be registered as a Food Premise with their local authority. A Food Hygiene certificate with a minimum 3-Star rating must accompany any application. **All alcohol sales must be made from a stall covered by a TEN which each trader is required to apply for under their own name.**

## Insurance

21. All traders will provide proof that they hold a minimum of £5million Public Liability Cover suitable for their operation.

## Breakdown

22. Trading will cease at 21:00 for stall breakdown. Vehicles will be permitted to re-enter the trading areas at 21:30. Trade stands and vehicles to be removed by 22:00 to allow for roads to be re-opened.

## Waste

23. All Approved Traders are responsible for the removal of their own waste from the site.

## **Environment**

24. Traders are asked to **not** use non-recyclable, single use packaging and serve ware e.g. plastic bags and cups, plastic straws, polystyrene boxes/trays.
25. If reusables aren't possible, please use packaging and serve ware made from renewable, recycled or sustainably sourced materials e.g. packaging compliant with BS EN 13432 on compostability, recycled plastics, sustainably sourced wood

## **Liability**

26. Breach of this agreement, in part or whole, by the Approved Trader or their servants, agents and/or sub-contractors indemnify the Organisers against any and all loss, costs, expenses and liabilities howsoever caused and may prevent trading at future events.
27. While the Organisers accept that festivals are a busy and stressful environment for traders, Approved Traders are responsible for their own behaviour and any staff working under their direction, any abuse of festival staff, fellow Approved Traders, Static Traders or residents will not be tolerated and may prevent trading at future events or in serious cases removal from the site.

## **Interpretation**

28. The Organisers reserve to themselves the sole and absolute right to interpret these Terms and Conditions and to settle arbitrarily and determine all matters, questions or differences in regard thereto or otherwise arising out of or connected with or incidental to the Cheam Village Christmas Fayre.
29. Applications to trade at the Cheam Village Christmas Fayre confirms unconditional acceptance of these Terms and Conditions and space will be allocated only on that understanding.