

Stuart Batchelor
Head of Community & Planning

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Please ask for: Joanne Abbassi
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DX 23912 Swadlincote
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Our ref: JA/0065
Your ref:

Date:

Dear Applicant

The Festival of Leisure 2012 will be held on Maurice Lea Memorial Park, Church Gresley on Saturday 23rd June and Sunday 24th June.

You are invited to make an application for stand space by completing and returning the attached form together with your cheque for the appropriate amount by **8th June 2012 at the latest**.

Please note that all bookings must be prepaid and applications can only be accepted if accompanied by the correct fees.

Also, please ensure that you read the General Regulations and Conditions of Letting prior to completing your application form, as you will be bound by all these provisions once you have signed your application form.

Completed forms should be returned as soon as possible to:-

Joanne Abbassi, Culture & Community, South Derbyshire District Council, Civic Offices, Civic Way, Swadlincote, Derbyshire, DE11 0AH Tel: 01283 595846

We look forward to your support in 2012.

Yours faithfully

J Abbassi

Joanne Abbassi
Assistant Cemeteries &
Services Officer



**SOUTH DERBYSHIRE DISTRICT COUNCIL
GENERAL REGULATIONS AND CONDITIONS OF LETTINGS FOR STAND SPACE**

PLEASE READ CAREFULLY

1. Stand Application

The Applicant for a stand at this event shall agree to the terms and conditions as set out below, plus any other reasonable conditions imposed by the organisers for the better control and organisation of the Festival. The decision of the organisers shall be final and binding in all matters.

2. Siting Arrangements

The siting of stands or stalls will be at the discretion of the organisers. All stands or stalls to be erected by 11.00am at the latest. Security shall be the responsibility of the applicant. Applicants will not be allowed to dismantle stands until cessation of the last act. Any goods or stands left unattended within the Festival area shall be deemed to be abandoned and as permitted by these conditions the organisers may remove the same at the expense of the Applicant.

3. Stand Specifications

All applicants shall provide their own equipment.

4. Liability

All goods, equipment stands and animals brought into the Festival shall be the sole responsibility of the Applicant and shall be used at the Applicants own risk. The organisers shall not be responsible for any claim, demand, loss or damage howsoever caused.

5. Booking Confirmation

Confirmation of booking will normally be sent within 14 days of receipt of your remittance. The organisers reserve the right to refuse any application. Stand space will be dealt with in strict rotation with priority being given to early bookings. Allocation cannot be guaranteed owing to prior letting, or in the interest of the better presentation of the Festival. The organisers also reserve the right to remove any person, persons or articles from the Festival at any time and have the right to refuse admission or entry to any part of the site.

6. Cancellation

A full refund will only be given if the organisers receive written cancellation at least 10 working days before the Festival. If written notice of cancellation is received less than 10 working days prior to the Festival only half of the fee paid will be refunded. In all instances the organisers reserve the right to deduct a sum of £15.00 to cover reasonable administration costs.

7. Sales By Pick or Chance Methods Only Allowed By Prior Arrangement With The Organisers.

8. Cleanliness

It is a condition of the letting of sites that the Applicant is responsible for the clearance of all rubbish from their site throughout the Festival within 1 metre surrounding their site. Refuse bags will be available from the Festival office and skips will be provided within the Festival site for the disposal of bags. The organisers reserve the right to make a charge for uncleaned sites. The more attractive your site, the more attention you will receive from the public.

9. Electrical Equipment

All electrical equipment brought on to the Festival site is at the Applicants own risk. The Applicant is responsible for arranging for their own generators and power source. The organisers will not be providing generators or an independent power source.

Portable Appliance Testing - To meet the requirements of existing legislation it is necessary for all Applicants who use electrical appliances on site to hold current PAT test certificates.

Continued

10. Equipment – Erection and Operation

The Applicant shall comply with all instruction manuals relating to the erection and operation of any equipment and ensure that the equipment will be erected and supervised by a fully trained operator at all times.

11. Charity Collections

To enable collections of any monies to be undertaken at the Festival for whatever purpose, it is necessary to obtain the prior approval of the organisers as well as any necessary licence from the Licensing Authority that may be required.

12. Raffles, Tombolas etc and Alcohol as Prizes

The use of alcohol as a prize in a raffle, tombola etc shall not require a licence from the Licensing Authority provided the proceeds are applied for purposes other than private gain* and the following conditions are satisfied:-

- (a) the alcohol must be in a sealed container and is not for consumption on the site;
- (b) there are no money prizes;
- (c) the result of any ticket sold or issued is declared at the premises where the entertainment i.e. the Festival of Leisure takes place;
- (d) Participating in the lottery or gaming is not the only inducement to attend the entertainment i.e. the Festival of Leisure.

If any of the above conditions are not satisfied, the applicant would need to apply to the Licensing Authority for the relevant Licence. The applicant, prior to the activity occurring, must hold a valid Licence, if such is required.

At no point should alcohol be given as a prize to anyone under the age of 18.

** "Private Gain" - if the proceeds of any entertainment, gaming or lottery is promoted on behalf of a society and those proceeds are applied for any purpose which would benefit the society as a whole, then such proceeds would not be regarded as being for the purpose of private gain.*

13. Food Safety

Commercial food businesses should be registered under the Food Safety Act 1990, with the Local Authority where they normally trade from, who will make sure that businesses comply.

Home or hobby caterers are also obliged to comply with food safety laws, but should seek clarification with their local Environmental Health Department if they are not sure that they do.

14. Private Vehicles

The organisers reserve the right to request removal of any vehicles from the Festival site. No vehicular movement will be allowed on the Festival site between 12.00 noon and cessation of the final act without prior arrangement with the organisers. During the Festival all private vehicles should be parked in the car parks provided.

15. General Conditions

Obstruction of the aisles or gangways within the site is not permitted. All Applicants must report to a member of Festival staff on arrival. Public opening hours will be 1.00pm - 5.00pm.

16. Public Liability Insurance

All fairground rides must be covered by current public liability insurance to the value of £5m for any one claim or series of claims arising from any one incident. Applicants with fairground attractions shall also provide the necessary appropriate certificate as proof of statutory testing.

All Voluntary/Charity/Club and Trade applicants shall be responsible for ensuring they have public liability insurance to the value of £2m for any one claim or series of claims arising from any one incident during the course of the Festival.

17. Data Protection

The information contained within the application form submitted by the Applicant may be disclosed by the Organisers to other departments within South Derbyshire District Council (for the purpose of organising other events) unless the Applicant confirms in writing that it does not wish such information to be disclosed.

**SOUTH DERBYSHIRE DISTRICT COUNCIL
FESTIVAL OF LEISURE MAURICE LEA MEMORIAL PARK
23rd & 24th June 2012**

APPLICATION FOR TRADE STAND SPACE

Please complete the application form and return with the appropriate fee to:-

Joanne Abbassi, Culture & Community, South Derbyshire District Council
Civic Offices, Civic Way, Swadlincote, Derbyshire, DE11 0AH Tel: 01283 595846

CHEQUES TO BE MADE PAYABLE TO:- SOUTH DERBYSHIRE DISTRICT COUNCIL (SDDC)

STALL FRONTAGE/PRICE STRUCTURE

FRONTAGE - A MINIMUM OF 4 METRES PER APPLICATION
DEPTH - A MAXIMUM OF 6 METRES WILL BE ALLOWED

**CHARGE FOR ONE DAY £9.00 PER METRE
CHARGE FOR TWO DAYS £13.50 PER METRE**

NAME OF COMPANY

NAME OF CONTACT

ADDRESS

..... POSTCODE

EMAIL

TELEPHONE BUSINESS HOME

**In signing this Application Form, the Applicant understands that he/she is bound
by all the "General Regulations and Conditions of Lettings for Stand Space".**

SIGNATURE OF APPLICANT DATE

NAME IN BLOCK CAPITALS

ACTUAL SIZE OF FRONTAGE REQUIRED MUST BE INCLUSIVE OF TOW BARS

TOTAL FRONTAGE REQUIRED METRES

WILL YOU BE ERECTING A STALL YES NO

WILL YOU BE STANDING WITH A MOBILE TRAILER YES NO

PLEASE GIVE FULL DETAILS OF ITEMS TO BE SOLD

WHICH DAY/S WILL YOU BE ATTENDING PLEASE TICK

SATURDAY ONLY SUNDAY ONLY BOTH DAYS

This application form should not be used for fairground attractions or fast food outlets.

PAYMENT RECEIVED: AMOUNT PAID:

ACCEPTANCE SENT: RECEIPT NO.: