BOLDMERE FUTURES CIC
BOLDMERE COMMUNITY FESTIVALS

Payment Information

Payment by BACS:
Sort Code: **30 98 97**
Account No: **77464563**
Account name: Boldmere Futures Community Interest Company
Ref: BCF/enter business name

In exceptional circumstances only, cheques made payable to:
Boldmere Futures Community Interest Company
Please send cheques to: c/o 22 Sunnybank Road, Sutton Coldfield, B73 5RE

Terms and Conditions

1. Finance

1.1 Full payment for stalls must be received within 7 days of us confirming your space. Your space is not reserved until payment is received and cleared.
1.2 Upon receipt of your completed booking form and acceptance of these terms and conditions and cleared payment, we will confirm your booking.
1.3 In the event of a stall holder cancellation, we will only offer a refund if the stall can be re-sold to another trader or we are given a minimum of 21 days' notice.
1.4 Payments are non-refundable under any circumstances once the event commences.
1.5 Boldmere Futures CIC reserves the right to cancel the event at any time. In the unlikely event is cancelled prior to the start time because of significant health & safety issues or severe weather, stall holders will receive a 50% refund of the stall fee.
1.6 We reserve the right to refuse space without prejudice.

2. Pitches / Gazebos

2.1 Prices for all products on sale must be displayed clearly
2.2 Pitches have no electricity or lights and chairs are not provided. Portable heaters are not permitted.
2.3 If you have hired one of our gazebos, they will be laid out in position and must not be moved. Weights and a canopy will be included but we do not have sides.
2.4 If supplying your own gazebo, you must also provide weights to hold it down. These should be a minimum of 5 kg per leg and should not create a trip hazard. Examples of weights include metal weights, sand bags or water containers, but they must be designed for the purpose of holding down gazebos.
2.5 If supplying your own gazebo and your stall has a source of ignition (e.g. candles, gas, cooking) then the gazebo must be certified as fire retardant.
2.6 Pitch allocation will be notified before the day of the event and is subject to change right up to the start time of the event.
2.7 Set up time: 10.30am – 12:45pm. Please do not arrive earlier unless you have agreed with us to have extra time for setup.
2.8 Trading times are from 1pm to 6pm. Please continue to trade until 6pm.
2.9 The road will be closed from 10am to 9pm.
2.10 Vehicular access will be restricted solely for the purpose of setting up for the event between 10:30am and 12:30pm. All vehicles must be removed from the controlled area by 12:45pm. The speed limit is 5mph.
2.11 Parking for stall holders will be available at the rear of Age Concern or the rear of The Lounge or at PML Group near St Michael's Road during the event.

2.12 Vehicular access will be restricted solely for the purpose of setting down the event from 6:30pm, or earlier if it is deemed safe to allow vehicular access – please be patient as safety is our top priority. The speed limit is 5mph.

2.13 Stall holders are **NOT** permitted to sell toy or replica guns/swords/knives or glow in the dark style toys or run tombolas or paid for raffles. One resident trader on the street has exclusive rights to sell glow in the dark style toys. Resident charity shops on the street may run tombolas but we encourage them not to do this.

2.14 If you do not give permission for your products to be photographed, please display a NO PHOTOGRAPHY sign on your stall.

2.15 Any larger than expected stalls will be charged an additional fee and may be moved to another location to avoid the impact on others and if another location cannot be found then we may not be able to allow you to trade and fees paid will be non-refundable.

2.16 It is the stall holder's responsibility to check the location of their pitch is suitable prior to the event.

2.17 Whilst we provide gazebos and in some cases side walls and back walls, it is the stall holder's responsibility to ensure that they have their own protective sheeting in case of rain that is not held back by the gazebo.

2.18 If hiring a table, you will be charged a deposit by debit or credit card at the start of the event which will be refunded upon its return.

2.19 Further information, instructions and conditions will be provided in the Joining Instructions. Please read these carefully.

3. Regulatory

3.1 The health and safety of stall holders and their customers are the responsibility of the stall holder. Stall holders must have current public liability insurance and must provide a copy to the event organisers either through the booking form or by emailing to pitches@boldmere.org

3.2 Stall holders are responsible for their own stock and fittings, including insurance. The event organisers are not responsible for anything lost, stolen or broken.

3.3 Stall holders are responsible for keeping their stall area free from litter throughout the event and for removing all items and rubbish from their area prior to departure. Failure to do so may result in a fine from Birmingham City Council and offending stall holders will be asked to leave the event and will not be invited to attend future Boldmere events.

3.4 Stall holders must take their personal rubbish and packaging away with them. Do **NOT** use the bins provided for the event which are for use by members of the public. If you use our bins, you agree to a minimum charge of £40 for disposal or your rubbish up to a maximum charge that covers the administration and cost of removing your rubbish.

3.5 All goods sold must comply with UK regulations where applicable. A guidance booklet is supplied at www.boldmere.org/stalls and a letter from Birmingham City Council. Completion of the online booking form also confirms that you have received, read and understand the guidance booklet.

3.6 Stall holders are reminded that enforcement officers may attend the event and request proof of compliance with regulations. Failure to comply may result in the stall being closed without a refund.

3.7 Alcohol must only be supplied in line with a stall holder's licence and in biodegradable containers. If you sell alcohol, you must be licensed and have a Temporary Event Notice (TEN) issued by Birmingham City Council. It is the stall holder's responsibility to apply for a TEN with sufficient time.

3.8 Food must only be provided by businesses that are registered with an appropriate local authority as a food business. This includes selling 'home-made' cakes/foodstuffs and any food production that is not carried out in commercial food premises.

3.9 Street food retailers will only be permitted to trade with the production of evidence of registration with a local food authority, a food rating of no less than 4, food hygiene training for staff and a risk assessment. Street food retailers must also provide fire extinguishers and have hot water access for hand-washing and sanitizers.

3.10 Fire extinguishers must not have passed their expiry date and must have a valid inspection label. Failure to provide a valid fire extinguisher could lead to not being able to trade with no fees refunded if an alternative cannot be found.

3.11 Food retailers must use biodegradable packaging for customers.

4. Safety and Security

4.1 Stall holders are responsible for reading the joining instructions sent and must not assume they are the same as previous events.

4.2 Stall holders and staff or volunteers are requested to be vigilant at all times and report any suspicious behaviour to one of the events organisers or volunteers.

4.3 The named Stall holder is responsible for ensuring that any staff or volunteers are aware of the event regulations and evacuation procedures.

4.4 Instructions from officials must be followed at all times. Abusive behaviour towards officials will not be tolerated and will result in ejection from the event without refund.

4.5 If you are bringing a **generator**, please see our **generated power policy** regarding **generator** types allowed and not allowed.

4.6 Stall holders are responsible for reading the emergency evacuation instructions which will be sent by email

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5. **Generated Power Policy**

5.1 Generators **NOT** allowed:

Petrol generators powered by petrol

Open framed generators of any fuel type

e.g:






5.2 Generators **allowed** to be used:

Fully enclosed and silenced

Fuel types – Diesel or LPG Gas (including petrol generators covered to use LPG gas fuel)

e.g:






5.3 Test certificates Required

Each generator, along with associated cabling and distribution, should have a certificate of performance and safety test prior to use and delivery to site.

Traders should also include the operation of a generator(s) and associated risks in their risk assessment.

As a trader you are responsible for any generator you bring on site, this includes having copies of the safety documentation and a risk assessment.

The event team will be doing spot checks at the event and have the right to turn off any equipment which does not have relevant safety documentation.

5.4 Noise Levels

The level of noise created by each generator should be less than 70dBa measured at 7mtrs distance from the generator in open air. The event team will be doing spot checks at the event and have the right to turn off any equipment which does not comply with these noise levels.

5.5 Refuelling

Generators must come to the event site with a full tank of fuel. No refuelling onsite will be allowed. No extra tanks of fuel will be allowed onsite.

5.6 Generator locations

Generator should be installed in open air. Not under tables, benches or within the confines of a marquee, a van or a trailer.

To ensure you are placed in a street trading location suitable for a generator to be placed, please confirm in your application form your intention to bring one for the event.

5.7 Barriers

All generators must be surround by barriers and placed so no one can touch the generator. It is essential that the public cannot be affected by exhaust fumes.

Traders are responsible for bringing their own barriers or locating the generator in a location that is not used by members of the public.

It is the traders responsible to ensure the barriers are in place prior to starting the generator at the event.

5.8 Fire extinguisher

Each generator should have a suitable fire extinguisher (dry powder-for electrical fires) sited near close by and signed for its application.

6. Checklist

6.1 Please use the following checklist to ensure you have received the required documentation.

Letter from Birmingham City Council Trading Standards	Y/N
Information Booklet from Birmingham City Council	Y/N
Generator Policy	Y/N

6.2 Please use the following checklist to ensure you have sent us the required documentation.

Payment by BACS (or cheque in exceptional circumstances)	Y/N
Certificate of Public Liability Insurance	Y/N
Risk Assessment (food sellers, children's entertainment) sent	Y/N

6.3 In addition to 6.2 above, food and beverage retailers, please use the following checklist to ensure you have sent us the required documentation.

TEN copy (alcohol sales only)	Y/N
Local Authority Registration of Food Premises (food sellers only)	Y/N
Copies of Food Hygiene Certificates or Training (food sellers only) sent	Y/N
In-date fire extinguisher	Y/N