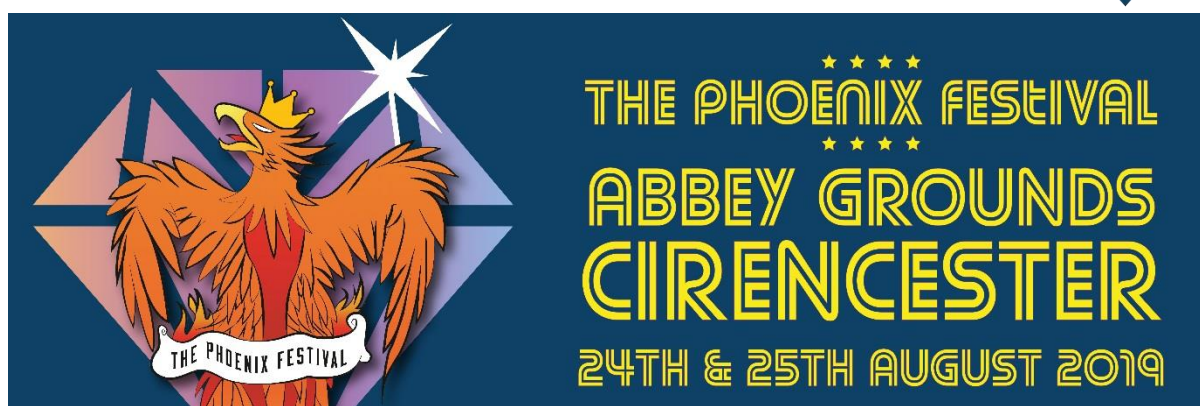


The FREE music festival that brings a community together



**The
PHOENIX FESTIVAL
TRADER & EXHIBITORS PACK
24th & 25th August 2019**

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The Phoenix Festival welcomes local performing artists and special musical guests to Cirencester again on Saturday 24th August & Sunday 25th August 2019.

This successful live music festival is set in the heart of the Cotswold's and embraces the beautiful historic surroundings of the Abbey Grounds in the centre of Cirencester.

The Phoenix Festival is organised by many volunteers, it engages the young people in Cirencester and is driven by the charitable guidance of the Cirencester Community Development Trust.

The Festival is programmed to attract audiences of all ages from the immediate surrounding area, the Cotswold's and the South West of England.

It intends to make a statement to our town, our region and our country about the power of live music and inspire young people and give them a fantastic platform to showcase what they can do.

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Your involvement

The Phoenix festival regularly draws crowds in excess of 10,000 people over the weekend and the festival continues to develop and build on previous years.

The Phoenix Festival is an exciting **free to enter** community music and arts festival and all we ask is a donation to our charity from the attending public to enable this project to continue. All of the organisers are volunteers and we need as much help as we can get from the stallholders attending this event.

This trade pack contains all the information and necessary documents to enable you to apply for a trade stand at the Phoenix Festival 2019.





1 Making an Application

- 1.1 Complete the festival trading application forms fully and ensure that it is signed.
- 1.2 Ensure that the contact name on the trading application form is that of the individual who will personally be in attendance during the 2019 Phoenix Festival.
- 1.3 Traders must allow sufficient space to accommodate all guy ropes, tow bars and overhang within the space requested.
- 1.4 The Phoenix Festival is not obliged to accept any application submitted and any acceptance of a fee may not necessarily confirm attendance.
- 1.5 Applications will be considered on the balance of trade, to ensure fairness, avoid duplication and create an interesting and varied event for the public.
- 1.6 Payment must be paid in full with the completed application.
- 1.7 No food is to be sold from a trading pitch unless agreed with the organiser. Craft type stalls selling fudge, small cakes etc. may be permitted.

2 Insurance Requirements

- 2.1 The Trader/Organisation must have Public Liability Insurance for a minimum of 5 million pounds (£5,000,000) for any/each individual claim. A copy of the policy must be included with your application or forwarded at a later date.
- 2.2 The Phoenix Festival will not insure any trade stand, group or activity that attends the Festival.

3 Services

- 3.1 Limited electricity may be available at some pitches and chargeable at the rates stated.
- 3.2 Running water is free and available from a standpipe.



4 Accommodation

- 4.1 Those requiring assistance to find accommodation for the weekend should contact the Cirencester Visitor Information Centre: 01285 654180.

5 Set up Times

- 5.1 Traders can access their pitches and setup on Friday 23rd August, 0900 - 1700hrs.
- 5.2 There is limited access on Saturday 24th and Sunday 25th August from 0800 – 1000hrs for setting up. No vehicle movements are permitted on the festival site after 1030hrs.

6 Festival Trading Times

- 6.1 Festival trading times are 1100hrs - 2100hrs each day. All units and exhibitors are expected to remain open during core trading times of 1100hrs – 1900hrs.

7 Break down Times

- 7.1 Sunday 25th August from 2200hrs unless agreed with the site supervisor.
- 7.2 Monday 26th August from 0800 - 1700hrs.
- 7.3 All traders must be off site by 2100hrs on Mon 26th August 2019.

8 Pitch Prices & Contract Details

- 8.1 All prices quoted are for the trading frontage of each stall and are based on 3mtr square standard trade space.

9 Charity Pitches

- 9.1 A limited amount of charity pitches are available.
- 9.2 Charity and voluntary groups must supply a Registered Charity Number.

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General

- All payments must be made in advance.
- Please make all cheques payable to **Cirencester Town Council** and submit with your form. Alternatively, we can accept electronic payment direct to the following bank account:

Account Name:	Cirencester Town Council
Sort Code:	20-84-58
Account No:	63112284
Reference:	PHOENIX 19 (plus your trading name)

- Return all the forms to:

Phoenix Festival 2019,
Bingham House,
1 Dyer Street,
Cirencester,
GL7 2PP
Email: info@phoenix-festival.co.uk

Please complete this form and forward copies of the following documents:

- Copy of your Public Liability insurance
- Copy of your current Risk Assessment
- Copy of any other relevant documentation (hygiene certificate etc)

PLEASE NOTE:

Gazebos and other structures must be of suitable strength and be secured with weights as per the manufacturers recommendations.

Insufficiently secured gazebos or structures cannot be erected onsite.

The Phoenix Festival is located on a scheduled ancient monument and as such, no pegs or stakes longer than 100mm (4 in) can be used.



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TRADERS / EXHIBITORS BOOKING FORM (not to be used for catering concessions)

Trading Name	
Registered Charity Number	
Address	
Contact Name	
Telephone Number	
Email Address	
Website	
Brief description of products Sold No glass bottles No alcohol No hot food	

PRIMARY Trade pitches Guaranteed pitch in the main central arena with good footfall.	£150 inc vat for both days
STANDARD Trade pitches Pitch sited at the discretion of the organisers.	£90.00 inc vat for both days
CHARITY Trade pitches Pitch sited at the discretion of the organisers.	£75.00 inc vat for both days
Extra frontage will be charged at the rate of	£10.00 inc vat per mtr
Electricity (not always available)	£100.00 inc vat for both days

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Payment form

Title / Surname:	Initials:
Address:	
Post Code:	Tel No:
Email Address	

Enclose cheque made payable to: Cirencester Town Council	<input type="checkbox"/>
Please book PRIMARY Trade pitch for BOTH days at £150	£.....
Please book STANDARD Trade pitch for BOTH days at £90	
Please book CHARITY pitch for BOTH days at £75	£.....
Please book Extra frontage at £10 per mtr	£.....
Please book Electricity for BOTH days at £100	£.....
Total (all prices inclusive of VAT at current rate)	£.....

Signed:	Date:

- Please make all cheques payable to **Cirencester Town Council** and submit with your form. Alternatively, we can accept electronic payment direct to the following bank account:

Account Name:	Cirencester Town Council
Sort Code:	30-92-06
Account No:	00017467
Reference:	PHOENIX 19 (plus your trading name)

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DEFINITIONS

- Allocated Space or Pitch shall mean the size of pitch allocated to the Trader by The Phoenix Festival.
- “Festival” shall mean the Phoenix Festival or event or festival.
- The site fee shall mean the sum payable for the allocated space in accordance with price list.
- Trade stand shall mean the stand indicated in the Trader’s application, which is to be used by the Trader to sell his/her goods/services in the allocated space.
- “Site” shall mean the land within the Abbey Grounds allocated to the Phoenix Festival by Cirencester Town Council in accordance with this Agreement.
- “Products” shall mean the goods and/or services to be offered for sale by the Trader at the Festival and as specified on their application form.
- “Supply or support Vehicle” shall mean the vehicle used by the Trader to transport to and from the Site all things necessary for the provision of the Specified Services.
- “Specified Purposes” shall mean the provision of the site (as defined) for the Festival.

THE TRADER / EXHIBITOR SHALL

- Provide and operate at his/her own expense the trade stand together with all equipment necessary for the efficient running of the trade stand and the provision of the Specified Services.
- At all times observe and comply in all respects with the statutory or other requirements, rules regulations and bylaws (including those laid down by the Council’s Environmental Health and Safety Unit, the Fire Service or other competent authority, and those made by The Phoenix Festival for the management of the Site) relating to the Trade stand and its use. If the Trader is in any doubt as to the scope of this term he/she should contact the Phoenix Festival for further explanation.
- Be solely liable for and indemnify The Phoenix Festival against all loss, damage, claims or demands (other than for any death or personal injury caused by the negligence of the Council or any of its employees or agents), which may have been caused directly or indirectly by the Trader or his/her employees or agents.
- Provide Public Liability Insurance for a minimum of FIVE MILLION POUNDS (£5,000,000) for the duration of the festival.
- Allow the Phoenix Festival or any local authority representative to inspect any relevant documents at any reasonable time.
- Permit The Phoenix Festival event organisers to enter and inspect the Trade stand/stall at any reasonable time during the festival.

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- Keep the Allocated Space clean and tidy and clear of rubbish during the festival and at the end of the Festival ensure that the Allocated Space has been tidied and cleared of rubbish and is free from all the Trader's belongings, goods and equipment.
- Traders should provide and maintain a sufficient number of rubbish bins in the vicinity of the Trade stand and ensure that these are emptied regularly and ensure that they could in no way be regarded as unsightly at any time.
- Observe any supplementary rules and regulations made by The Phoenix Festival, of which the Trader is reasonably notified, governing the use of the Allocated Space or the Access Ways.
- Ensure that nothing is done which may in the opinion of the festival be a nuisance or could become one or which in anyway interferes with the work of the festivals employees or agents or with the enjoyment of all persons rightfully attending the Site.
- Ensure that any goods or services sold or displayed at the trade stand DO NOT pose a potential risk of fire or any other hazard, replica weapons, guns, knives, etc. are not permitted to be sold at the festival, any trader found selling such items will be asked to remove them from their stall or be asked to leave the festival.
- The trader shall keep and maintain a sufficient number of fire extinguishers and or other safety equipment at the Trade stand, all such equipment must be operable at all times during the Festival. Proper safety arrangements shall be made and, if required, a risk assessment must be provided by the Trader. Any exhibitor intending to use gas cylinders (e.g. Calor gas, propane, butane, helium etc.) on the day of the event is to notify the Event Organisers at the time of the booking. No Open Fires are permitted.
- Ensure the Allocated Space and the area immediately around it including any trees, shrubbery, and flowers is left in the same condition as that in which it was found prior to the siting of the Trader at the commencement of the Festival. If the Phoenix Festival is not completely satisfied that the Trader has complied with this requirement, then the Trader may be liable for the payment of additional monies to the festival for the festival remedying the damage.
- Ensure that the trade stand is used solely for the sale of the products agreed and to ensure that it is properly staffed at all times whilst it is open to the public.
- Ensure that the goods and/or services offered to the public are of the highest possible standard and are offered at prices which are consistent with those normally charged by the same trade.
- **Sell only those products and/or services indicated in his/her application. The Phoenix Festival reserve the right to ask stall holders not to sell a particular product.**
- If the trader arrives after the stated arrival times they maybe refused vehicular access onto the Site.

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THE TRADER / EXHIBITOR SHALL NOT

- Outside of the Allocated Space display any signs or notices, or distribute literature, without the consent of the festival and shall remove the same immediately upon demand.
- Obstruct the Access Ways or cause or permit them to become dirty or untidy.
- Shout or call attention to his goods or use any equipment that might cause annoyance to other stallholders. The selling of goods by auction is prohibited.
- Offer animals for sale or as prizes, sell or display alcohol, sell vapour or other cigarettes, offer catering, sell ice creams or any similar product.
- No sub-letting of the traders pitch is permitted.
- Charge for the admission to a trade stand.
- Use fairground equipment without written permission of the Organisers.
- Make appeals or run competitions outside the limits of their stands.

SALE OF FOOD AND DRINK

- Stallholders are not permitted to sell liquid or other refreshments, unless previously agreed with the Event Organisers.
- No alcohol is to be sold without the permission of the licensee and the event organiser.
- No glass bottles or cans are to be sold.

SITE MANAGEMENT

- The Phoenix Festival will try to allocate spaces in accordance with the Trader's requirements, if appropriate, on the site but cannot guarantee that this will be possible and the Phoenix Festival is not in any way bound to do so.
- At any time the festival has the right to change a traders' allocated site if this is deemed necessary for health and safety or other reasons.
- Part or full refunds of site fees will be at the discretion of the event organiser and in line with the terms and conditions.
- No private cars shall be parked on the site.
- Where an exhibitor cancels the space reserved for any reason, fees will not be refunded.

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- If there is bad weather before or during the Festival the Phoenix Festival may move or direct the Trader to alternative areas on the site or to another site at no cost to the Phoenix Festival and without refunding any site fees. No refunds will be given should the festival be cancelled due to reasons beyond the control of the Phoenix festival such as weather related issues.
- No refunds will be given if the festival is cancelled as a result of any adverse weather conditions, nor as a result of changes to the entertainment programmes at the festival. The Phoenix Festival does not accept any liability for any form of compensation for any losses sustained by the trader due to cancellation of the festival for whatever reason.
- The Trader shall comply with and co-operate fully with any request by the Phoenix Festival to move the Supply Vehicle and/or his/her Trade stand to any other Allocated Space. The Phoenix Festival shall not be liable for any costs incurred by the Trader as a consequence of this request.
- The Trader must remain within the allocated Space. An extension of a trade stand into another area is not permitted.
- The Phoenix Festival is not responsible for providing parking spaces for Traders' private cars and the Trader must find suitable parking spaces for his/her vehicles off the festival site.
- The control of the Showground is in the hands of the Organisers whose decisions are final and binding.
- Neither the Allocated Space, the trade stand, nor any part of the booking may be sub-let to anybody else.
- The Phoenix Festival gives no warranty that the Site is legally or physically fit for the Specified Purposes.
- If either the Phoenix Festival or the Trader has to give notice to each other at any time the notice shall be in writing. If served on the festival it shall be dealt with during the festivals committee hours. Alternatively the notice shall be sent by recorded delivery to the other party at its last known address or Registered Office, or Principal Office as the case maybe.
- The festival will turn away or remove any Trader which it finds to be selling or displaying items or which it reasonably considers is likely to be selling or displaying items which are not in keeping or likely to be in keeping with the spirit of the Festival, or if the Trader is not behaving in accordance with the strict standards of correct and decent behavior demanded by the festival. This includes counterfeit goods and other such items.

SMOKING

- Smoking is not allowed in tents, exhibition vehicles or any other enclosed spaces.

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SECURITY

- The Organisers will not accept liability for damage to any stand or loss of any exhibits or articles on the Showground.
- Exhibitors are responsible for the security of their exhibits and property at all times and are advised to insure their exhibits against such loss or damage including risk of fire.
- Exhibitors are responsible for their own security arrangements.
- Exhibitors will be held responsible for loss or damage or injury to property (including other exhibitions) and persons, caused by themselves, their staff or agents.
- The showground will be patrolled by security personnel and whilst every effort will be made to protect property, the Organisers cannot guarantee the protection of the trader's property.

IN CASE OF EMERGENCY

- Immediately notify any of the organisers, stewards, security personnel the HQ unit on the main arena or show information.
- Ensure all persons are calmly moved away from the incident.
- Keep access ways clear for emergency service vehicles.

The Phoenix Festival fully supports Cirencester Town Councils resolve to address the environmental issues around single use plastic.

The Phoenix Festival intends to:

- minimise the use and sale of single-use plastic items;
- actively encourage private vendors to use compostable containers;
- support plastic-free initiatives in Cirencester.
- Be environmentally friendly and recycle as many waste products as we can.

A growing number of festivals and councils have already banned single use plastics and are already using, more environmentally friendly alternatives.

We are happy to signpost towards plastic alternative products. If you have questions or can foresee problems with compliance, please get in touch – we will try to help.

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TRADERS Health and Safety Declaration:

We (*the Trader or Company*) fully understand and accept the requirement, as a condition of entry into the Phoenix Festival that each trade stand member, employee of the Company, contractor/sub-contractor, supplier, or other party whose presence or activity is associated with our undertakings, has to comply with the Health & Safety at Work Act 1974 and all other current and relevant legislation along with the Phoenix Festival's own rules and procedures.

We also recognise the duty at all times to ensure that the actions of any person undertaking work associated with the Company's stand(s) shall not endanger the health and safety of themselves or others at all times.

The Company has a current health and safety policy and a copy can be provided upon request.

Should it be deemed that there is insufficient understanding of the duties of exhibitors and their associates under current legislation, it is expected that the exhibitor or their agent will obtain appropriate advice and assistance from a suitably competent person/body. Eg. District Council

Declaration:

We have fully evaluated our exhibit as being compliant with the Phoenix Festivals requirements and have carried out a risk assessment as attached.

We confirm that our stand staff and others have been given sufficient information, instruction and training to enable them to work in a competent and safe manner.

All staff, including contractors and sub-contractors have been informed of potential risks on site.

We agree to liaise with the event organiser, Health & Safety Officer, or any other personnel authorised by the Phoenix Festival to ensure the health and safety of all parties who may be affected by our actions or inactions.

We accept that the Phoenix Festival may suspend any activity which they consider contravenes its rules and procedures for safety and agree to take any action required of us aimed at ensuring compliance

Signed	Date
Name	Position
Name of person responsible for Safety on the trade stand:	Mobile Number

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Contact:

Trade Stand Manager

Kelly Keen
07568 396585
kellyckeen@gmail.com

Event Organiser

Glen Moreman
01285 770994 (evenings only)
info@phoenix-festival.co.uk

Invoicing and Payments

Libby Hughes
01285 655646 (office hours only)
libby@cirencester.gov.uk

Follow us on social media and join in with our progress:

Facebook: **www.facebook.com/Phoenix.Festival.Ciren**

Twitter: **[@PhoenixFest19](https://twitter.com/PhoenixFest19)**

Website: **www.phoenix-festival.co.uk**

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