

TERMS & CONDITIONS – TUNBRIDGE WELLS MELA FESTIVAL

Cohesion Plus Kent Limited is the event Organiser (the Organiser), and acting through the appointed officer shall be the sole judge of whether the following items have been adhered to in a proper manner. The decision of the event Organiser shall in all respects be final and conclusive. If, in the opinion of the event Organiser, a serious breach of these terms and conditions has taken place a Vendor may be required to remove their equipment and in such a case all fees paid or due to the Organiser shall be forfeited.

Tunbridge Wells Mela Festival is scheduled to be held as per the date on the booking form

July 7 2019

Solely, the Vendor shall occupy the site space allocated under this agreement. Such space shall not be re-allocated (sub-let) or be occupied by any other company than that of the Vendor.

The Vendor shall not encroach upon the general event area, alter the size, shape or position of their allocated site or construct a display of a height exceeding the marquee structure except in accordance with the prior written permission of the Organiser.

No Vendor shall permit their festival space to be used in such a manner as to conflict with the purpose of Tunbridge Wells Mela Festival or the rights of other Vendors.

Vendors shall have the full right to advertise within the confines of their own stand but the Organiser reserves the right to prohibit any such advertising material or equipment which obstructs general flow, interferes with or obstructs neighbouring sites or is in the opinion of the Organiser a source of annoyance to others. No Vendor or employee thereof may canvas or solicit other than from their own festival site.

Vendors must not pack down their site until after closing time on the last day of event. All equipment must be removed from the site on the last festival day. Any property remaining on site after this time will be removed by the Organiser at the Vendors expense.

Extra light and power points on sites can only be supplied by the Organiser's appointed electrician on application and at the Vendor's expense.

If for any reason the Vendor does not make any of the payments as specified on the due date, the Organiser may, at its discretion, proceed to re-let the site without being liable to account to the Vendor for any sum already paid or due from them without prejudice to the Organiser.

In the event of event cancellation or termination because of circumstances out of the Organiser's control, the Organiser will refund to the Vendor the money paid.

If a Vendor decides to cancel their Tunbridge Wells Mela Festival Booking, the Vendor may do so by giving a written notice to the Organiser. Cancellation charges will occur as per the following outline

If a cancellation is received between 30 – 60 days from the date of the festival then a 25% cancellation charge will apply.

If a cancellation is received less than 30 days from the date of the festival then a 50% cancellation charge will apply.

If a cancellation is received less than 14 days from the date of the festival then a 100% cancellation charge will apply.

Cancellation payment is due within 7 days of receiving written notice.

The Organiser reserves the right to alter or amend site allocation and the site plan if required. The Organiser will allocate the site space at their discretion.

The Vendor shall be liable for any damages caused to the marquees, equipment, grass or fittings of the festival site and infrastructure. The Trustees / owners of the site and infrastructure together with the Organiser shall be the sole judges as to whether damage occurred.

The Organiser shall not be responsible or liable for any damage claimed by any person or persons who may be injured whilst in the area allocated to the Vendor. The Vendor agrees to indemnify the Organiser for any loss suffered in the event of any claim made against the Organiser.

The organizer shall not be liable for damage to the vendors' equipment or accessories by loss, damage, theft, fire, water, storms, riots or other cause whatsoever.

The Organiser may determine this agreement and at its sole discretion return a part of payments made by the Vendor, if the holding of the festival or the supply of any services by the Organiser is prevented, postponed or abandoned by reason of any cause not within the direct control of the Organiser.

Insurance: As a Vendor at the Tunbridge Wells Mela Festival you must hold Public Liability Insurance. Proof of this may be required to be provided no later than 14 days before the event. The Organiser bears no responsibility for your goods, for damage / theft of your stock / equipment, or for your legal liability. Any goods are left on site at your own risk.

Notwithstanding anything contained in any part of these terms and conditions, it shall be the express responsibility of each Vendor to ensure that their site complies in all respects with such legal and local government requirements as may be in force at the time of event.

The Vendor agrees the Organiser can photograph, record, promote, advertise and market the Vendor as part of the Event, now and in the future. No financial remuneration shall be payable to the Vendor, however on written request the Vendor can ask to be excluded from such promotional aspects.

The Vendor acknowledges that the Organiser will pass on information about the Vendor to contractors and/or promotional organisations prior to and after the event. The Vendor shall on signing this contract inform the Organiser if there is an objection to the transfer of information to third parties.