

Terms & Conditions

DEFINITIONS

- a) "E.L.M." shall mean East London Mela 235 Farnham Road, Slough, Berkshire, SL2 1DE whose registered address is as detailed above.
- b) The "Participant" or "Stall Holder" shall mean the organising individual, body or company and or organiser possible for commissioning and payment of the event.

FIRST AID – Medical help will be available from the First Aid Tent.

MELA OPENING TIMES – East London Mela - Sunday 20th August 12.00 pm. to 8.00 p.m.

SETTING UP TIMES – All Stalls - 8.00 a.m. to 11.30 a.m. All stalls must be completed by 11.30 a.m.

SETTING UP AND DIS-MANTLING – Persons under the age of 16 years will not be permitted on the grounds during setting up and dismantling times.

For space only sites, Participants are responsible for their own stall designs and construction with the strictest regard for health and safety procedures.

All stall construction and displays must be made from fireproofed materials and installed to the satisfaction of the relevant Authorities.

Stall holders are not permitted to pack, remove or dismantle prior to the closing of the Mela. Any Stall Holder in breach of this shall pay E.L.M. by way of compensation for the detraction to the Mela appearance, and in addition to all sums otherwise payable to E.L.M. under these Terms and Conditions, a sum equal to one half of the total payable by the Stall Holder for his allocated Stall space.

Under no circumstances will any Participant be allowed to dismantle their stall and start packing up until 8.00 p.m. All Participants must have left the Park by 11.00 p.m.

VEHICLE MOVEMENTS – Passes for all vehicles requiring entry to Upton or Barking Park for loading/unloading must be obtained from E.L.M. at least two weeks prior to the Mela. Deliveries will be allowed up to one hour prior to the Mela opening time. There will strictly be no vehicle movements after 11.00 a.m.

CAR PARKING – Restricted car parking is free for Participants and contractors. Passes will be issued accordingly.

ATTENDANCE - The Participant acknowledges that E.L.M. shall not be held responsible for the failure of all or any contracted Participant to attend the Mela, or failure of any number of visitors to attend the Mela for any reasons beyond the reasonable control of E.L.M.

PARTICIPANT ENTRY PASSES - Each Participant will have a pack posted to them with their allocation. Additional passes will be charged at £50.00 per pass. No more than two additional passes will be issued beyond the allocation stated above. Where additional passes are required, please contact E.L.M. Any lost passes will be replaced at a cost of £50.00 per pass.

For security reasons all Participants must wear and show their passes clearly at all times.

Contractor passes will be issued as required. Please contact E.L.M. for further information.

SUB-LETTING - Sub-letting of stalls is not permitted under any circumstances. Applications to share stalls with other Participants or agencies must be made to E.L.M. when booking the stall.

Participants found to be sub-letting without written permission from E.L.M. will face immediate expulsion from the event.

ELECTRIC SUPPLIERS – All participants must provide their own electricity. All generators must be Silenced and Diesel. See list of third party suppliers.

CATERERS – Caterers and suppliers of refreshments must comply with the Food Safety Act 1990 and the Food Hygiene (Amendment) Regulations. Please also refer to the page detailing "Requirements for Food Stalls".

COMPETITION - Competitions involving prize draws, lotteries, raffles, etc... are not permitted without written permission from E.L.M.

CLEANING – All stall areas will be clean before the setting up time. It is the responsibility of each Stall Holder to ensure the stall and immediate surrounding areas are litter free during Mela opening times. All refuse **must** be disposed of in bins provided.

EMPLOYMENT OF LABOUR – All personnel directly or indirectly employed or authorised by Stall Holders, their agents or contractors in the construction of all Stall fittings and display work, should be suitably trained operatives working in accordance with legislation pertaining at the time.

FIRE PRECAUTIONS – Stall Holders must ensure all materials, furniture, exhibits, table/wall coverings etc... on their Stall satisfy E.L.M. regarding resistance to fire. Flammable liquids or liquid petroleum gases must be stored in appropriate containers.

FURNITURE HIRE – details of third party suppliers can be provided on request.

UNDESIRABLE ACTIVITIES – If it appears to E.L.M. that any Stall Holder may be engaged in activities which are deemed to be contrary to the best interests of the Mela, or which appear unethical, or in breach of the law, E.L.M. may, without being under any liability to refund or abate any charges paid or due therein, cancel any stall space allocation which may have been made to the Stall Holder and require the Stall Holder forthwith to vacate the Stall space allocated to them and refuse the Stall Holder the right to participate further in the Mela.

SAFETY & HEALTH - Stall Holders are expected at all times to maintain the highest standards of Health and Safety regarding the Stall, the Stall Holders, their employees and visitors to the Mela and any other persons associated with the Mela.

All Stall Holders are reminded that it is their responsibility to ensure that they have taken all the possible precautions to prevent harm to people in and around the stall.

INSURANCE –E.L.M. cannot take any responsibility for any loss or damage to the Participants property. E.L.M. advises Participants to affect insurance to protect from the usual risks.

The Stall Holder shall carry public liability insurance against any personal injury, death, or damage to, or loss of property by any cause whatsoever.

The Stall Holder shall also ensure that they have full indemnity insurance against the usual risks in respect of all loss, damage or injury to goods and persons.

SECURITY – E.L.M. take every reasonable precaution to ensure the safety and security of personnel and equipment, however, E.L.M.. Cannot take any responsibility whatsoever for any injury, loss or damage or any consequential losses which may befall your personnel and their property.

EXCLUSION OF PERSONNEL – E.L.M. reserves the right, in its' absolute discretion, to exclude or remove any person whose presence is, or likely, to be undesirable. E.L.M. may exercise such right, notwithstanding that any such person is the employee, agent or contractor of the Participant or otherwise in any way connected or associated with the Participant.

LIMITATION OF LIABILITY – E.L.M., its' employees or agents shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Participant, its' employees or agents.

Information given by E.L.M.. About the Mela is accurate to the best of its' knowledge but does not constitute a warranty or representation by E.L.M. and therefore any mistake or omission will not enable the Participant to cancel their Stall or participation at the Mela.

Whilst E.L.M. shall use its' reasonable endeavours to organise and promote the Mela in such manner, as it considers appropriate, E.L.M.. reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of E.L.M. as to the audience projections or methods or timing of promotion, shall constitute only general indications of E.L.M.s' promotion and organising strategy and shall not amount to a representation of warranty.

INDEMNITY - The Participant hereby fully and effectually indemnifies E.L.M. against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by E.L.M., its' employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Mela of the Participant, his agents, contractors or employees. The Participant also fully and effectually indemnifies E.L.M. against any claim made by any contractor or agent appointed by E.L.M., as a result of a failure on the part of the Participant, their agents, contractors or employees, to perform in any way any contract entered into by the Participant with such contractors or agents.

If the Participant is a limited company, the directors of the Participant hereby undertake to fully and effectually indemnify and keep indemnified E.L.M., its' employees, agents and contractors, against all costs, claims, demands, proceedings and losses for which E.L.M. or its' employees, agents and contractors may become liable in

consequence of damage or injury, i.e. any person or property occasioned by or arising out of the act, default or negligence of the Participant, its' employees or agents, or any other person under its' direction, or any independent contractor engaged by it.

OFF-STAND PROMOTIONS & SALES - Participants are advised that the distribution and/or selling of products, literature, carrier bags or any other promotional goods must only be done from their own stall space.

Any person found not adhering to this shall face expulsion from the event and all such materials/goods shall be permanently confiscated.

LEAFLET DISTRIBUTION – The distribution of literature shall be restricted to material handed out from the Stall Space. Any Participants found distributing leaflets on behalf of other companies not participating at the Mela will be charged £500.00 + Vat and literature confiscated.

SOUND SYSTEMS – Stall Holders using sound systems on their stands are reminded that loud music could cause annoyance to neighbouring stands. E.L.M. reserves the right to request the sound systems be limited to certain times of day or, if the nuisance remains, turn off the sound system.

PERFORMING RIGHTS & VIDEO PERFORMANCES – Stall Holders wishing to play music by means of T.V., video, slide/tape presentation, record/tape player or live musicians must hold a license by law, issued by the Performing Rights Society (PRS). Video Performance Ltd controls the use of video recordings.

Applications should be addressed to: PRS Ltd, 29/33 Berners Street. London. W1P 4AA. Tel:020-7580-5544 Fax:020-7306-4455 VPL Ltd, 1 Upper James Street. London. W1R 3Hg. Tel: 020-7534-1000 Fax: 020-7534-1111

SIGNS – E.L.M. reserves the right to remove or have removed any hand-written or printed sign of whatever description if, in their opinion, such signs spoil the overall view and professional appearance of the Mela.

SPONSORSHIP - For information on Sponsorship, please contact E.L.M. Events team on 01753-737474.

ENQUIRIES

Contact E.L.M. on
Tel: 0870 777 55 96

Email:
info@eastlondonmela.com
East London Mela.
36 Kings Rd Ealing London
W5 2SD

Name: _____

Signature: _____

Date: _____