



rose of tra lee

INTERNATIONAL FESTIVAL
AUGUST 19TH - AUGUST 23RD 2022

Details	2022 Trading dates & times
Application open	Monday 4 th July 2022
Application & documentation deadline & 20% deposits per stall size due	C.O.B Friday 15 th July 2022
Successful Applicants contacted by	C.O.B Friday 22 nd July 2022
All Fees due:	C.O.B Friday 29 th July 2022
Set up Stall	Thursday 18 th August between 7pm & 9pm <u>Or by prior agreement by management.</u>
Trading Hours	Friday 19 th August to Tuesday 23 rd August 2022 The Mall/Denny St: 9am – 9pm The Square/Central Plaza 9am- 6pm The Park 9am – 6pm
Dismantle	Tuesday August 23 rd , 2022 <u>The Mall/Denny St - Gone by 10pm</u> <u>The Square/Central Plaza - Gone by 7pm</u> <u>The Park - Gone by 7pm.</u>

- * **All stalls are expected to operate until the completion of the 5-day license.**
- * **Vehicles left illegally parked will be either towed or dollyed**
- * **Vans MUST vacate by 9am each morning**
- * **Traders are not permitted to occupy disabled parking spaces during set up or breakdown.**

2: Fees applicable: Per metre squared – example below is for a standard 3m*3m marquee.

5 Day License:
Deposit for all stalls is €100 on top of full fee + 23% VAT.
<u>HANDMADE CRAFTS MADE BY SELLER (manufactured retail excluded):</u>
Fee for 3m x 3m 5 Day = €700 (Ex VAT)
<u>THE MALL & DENNY ST: HOT/COLD FOODS & BEVERAGES & MANUFACTURED RETAIL:</u>
Fee for: 3m x 3m 5 Day 9am to 9pm = €1100 (Ex VAT)
<u>THE PARK: Please note reduced trading hours : 9am – 6pm</u>
Fee for 3m x 3m 5 Day = €750 (Ex VAT) €

- **Vat @ 23%** is applied on fees once offer is made.
- **All traders will be charged according to their stall size in meterage. I.E. If you have a 4.5m x 4.5m you will be charged according to this on the above rates per meter squared.**
- A refundable deposit of €100 is added to full stall size fees. The deposit will be held as a **bond only** by the Rose Festival before the festival and returned at the end of the contract.
- **Money orders/Postal Orders will not be accepted.**
- ****EXCLUDES Electrical fee for power consumption**** (See **4e** below)

3. Selection Process: Selection of stalls is based on the information you provide to us and factors we take into consideration when selecting Stalls for the Rose of Tralee to include:

- Quality and attractiveness of your stall
- Overall diversity and variety of stalls for our patrons
- Locally designed and made products
- Information and required paperwork supplied with application.

Please include a thorough and detailed description of your Stall, products, and previous festival experience trading with us.

All applications should include photos, intended layout and additional information to help them continue through the application process.

Some applications may not be accepted mainly for reasons of duplication and limited numbers.

Non-acceptance is not a reflection on the Stall or Stallholder's quality.

All applicants will be notified by email no later than close of business on Friday 22nd July 2022. If successful, full payment must be made before final confirmation and stall registration is complete.

Please note: The selection of Stalls is at the absolute and sole discretion of The Rose of Tralee Festival management and all decisions are final. No further correspondence will be entered with unsuccessful applicants.

4. Stall Locations (Note: You must supply your own stall/pagoda/marquee, tables etc.)

Locations available for 2022 are as follows:

Denny St, The Mall, Central Plaza & The Square trading 9am – 9pm

The Park (reduced hours 9am-6pm).

Locations will be decided by the Festival Management in consultation with Tralee Municipal District Management.

However, in the application below you can request a specific area or trader you would like to trade beside which will be taken into consideration.

a. Stall Dimension - Stall Dimension is limited to 3m x 3m, or 6m x 3m.

NB If you request and pay for a 3x3m stall this does not mean you can fit in an additional marquee behind your stall for storage or stall space extension. A 3x3m stall is a 3x3m stall space only. All stalls are charged on a per square metre basis. Please have your dimensions correct as that will be the space you will be allocated in the Market.

b. Visual Appearance - A colorful decoration with friendly atmosphere in a manner that compliments the festival and reflects the products on sale is encouraged. Clear signage with your business name is required for all stalls.

The stall must always be clean and presentable.

c. Boundaries of the nominated site must be observed, and goods, equipment and supplies are to be displayed within this area. It is not acceptable to encroach onto the walkways with products. All racks, umbrellas and tables must be part of or attached to the actual stall structure and must not impact the pedestrian thoroughfare or impede on the neighbouring stalls boundaries.

Health and Safety

Traders must:

- Comply with all fire regulations.
- Ensure all materials used in construction and decoration of your unit/set up are flame retardant.
- Always have a first aid kit available.
- Be aware that Fire Safety officials will close stalls that do not comply, without exception. Please ensure your fire extinguisher(s) are approved, in date and sealed.
- Be aware that no refunds will be given to stalls closed by Safety Officer
- Be aware that no candles or petrol generators are allowed.
- Comply with all emergency health and safety requests from the Festival, event controller, site medical staff, site safety officer and fire officer.

Products

- Stallholders should not sell any type of goods other than those for which they are registered for and have applied to sell. Rose of Tralee Festival reserves the right to prevent you selling goods not listed on your application.
- No alcohol, cigarettes, herbal highs, drugs, or sky lanterns can be sold.
- No counterfeit goods or copyright protected goods can be sold.
- No unauthorised merchandise can be sold.
- It is the Rose of Tralee Festival managements dedicated intention, to provide a diverse selection of stalls that do not compete or conflict with each other's potential sales on site and provide an alternative experience for our patrons. The importance of the information provided in your
- The organisers reserve the right to prohibit offensive goods from being sold or displayed on site and will remove any such material from the stall that may offend or cause trouble with Gardai or infringe copyright.
- **The Rose Festival Management has overall control of signage, material or products sold or displayed at the event.**
- **The use of the Rose of Tralee name and logo (or any derivative) is prohibited.**

d. Electrical equipment - The Stall holder will provide their own lights, leads and power boards fitted with circuit breakers; the equipment must be water resistant, named and maintained above ground. All lights, plugs and sockets must be in safe working order and **all leads are tested, dated, and tagged by a registered electrician**. Any damage caused by electrical over-consumption/overload or misuse will attract penalties or forfeiture of bond. (Note: The Festival electrician will not repair faulty stall equipment).

5. Site Restrictions

- Stalls must ensure a safe work environment as per Irish Safety regulations
- Stall holders are personally responsible for any damage caused by them, the staff, or the property on site
- Stallholders take direction from the Stalls Manager and Council Officers
- Kerry Rose Festival, Council Officers, security, and the Gardai reserve the right to inspect Stall premises at any time and request presentation of all relevant documentation
- Kerry Rose Festival Ltd will not be liable for damages what-so-ever that is the result of implied or expressed breaches or mal-practice of any level of Government Authority or Festival rules
- No vehicle access allowed during Festival Hours
- No deliveries by truck or forklift
- Do not drive faster than walking pace
- No amplified music
- No pets or livestock
- No alcohol, glass or aggressive behavior is permitted within your stall.

Waste Management - Reduce, Reuse, Recycle

Traders must:

- Ensure all packaging and consumables involved in the serving of food including cutlery, cups, napkins, and food containers are Biodegradable. **No polystyrene is allowed onsite.**
- Be responsible for keeping your designated area rubbish free during the event and ensuring that all rubbish is disposed of properly before leaving the site.

- Take all rubbish generated by their unit away with them. This includes pallets, oil containers or any other waste. Traders must also take responsibility for any litter in the area caused by products they have sold.
- Note that the Plastic Bag Levy is applicable. The current levy is 22 cents, more info can be found here: <http://www.environ.ie/en/Environment/Waste/PlasticBags/>

The Rose of Tralee International Festival is a **GLASS FREE** Zone.

- Only biodegradable paper or cloth carry bags are to be used
- No rubbish is to be left at the stall after Final pack- up.

Any rubbish left on site or damage to the stall or equipment provided will immediately forfeit the returnable deposit. This is a waste-wise event, and the festival site is a disposable plastic bag free zone

8. Requirements

Documentation

Traders must:

- Email up to date copies of all documentation to Rose of Tralee Festival at the time of application.
- Have your insurance certificate, both employers and public liability, within your unit always.
- Have PAT & RECI certification where relevant.
- Have EHO registration certificate where relevant.
- Have a Fire certificate for any marquee or structure which will be used for your set up.

a. Insurance

All traders must carry their own Public and Product Liability Insurance to a value of not less than €6.5 million respectively. All traders must also carry employer's liability for €13 million.

Please ensure Kerry Rose Festival Ltd. AND Kerry County Council are indemnified on your policy. A copy of same must be provided on application.

b. Requirement There is a legal obligation on Kerry County Council and Kerry Rose Festival Ltd as their agents to forward information regarding traders to the Department of Social Welfare and the Revenue Commissioners e.g., Name, Address, PPS/Co. Tax No. including a copy of your Tax Clearance Certificate.

9. Safety: Appointed patrol officers (Minimum of two) will patrol the stalls 24 hours a day from 10pm Thursday 18th of August until 10pm Tuesday 23rd of August.

Stall holders MUST take stock/equipment each night. All Pagodas, Awnings, Marquees can be left in place once they can be completely closed and secured.

10. While all reasonable effort is made to secure the site, the organisers take no responsibility for loss or damage to any person or goods whether that loss, damage or injury arises from the negligence, staff, or agents of Kerry Rose Festival Ltd.

11. Deposits: Deposits are required from all stalls. Deposit of €100 is applicable on all stalls and will be added to the full stall fees for your applicable stall size.

DO NOT presume a pitch will be available if you have not been accepted to trade by Festival Management.

At the conclusion of the festival the Site Manager will inspect the stall areas and provide a report indicating the release/withhold of the bond. Bonds will be returned soon after the festival. Any forfeiture of bond or deducted fines will be explained in writing.

12. Communication: Stall holders are required to maintain a permanent and reliable communication with the Festival Stall Manager. Delayed response to urgent matters may cause cancellation from the stall holders list.

13. Invoicing: Tax invoices including VAT will be issued by Kerry Rose Festival Ltd for payment and will be sent to you via email. Receipt of payment, if required, will be supplied once you commence trading.

14. Cancellation Any cancellations by stall holders:

From acceptance email date and **Friday 22nd July 2022** will result in the security deposit being retained in full.

After July 29th 2022 will result in forfeiture of the security deposit and additional 50% of the total site fee. If a stallholder is unable, due to weather or any other force majeure event, to conduct and operate their stalls, Kerry Rose Festival Ltd has no liability or obligation to refund their deposit or stall fees.

However, if the Trader or Festival can find a suitable replacement for the cancellation slot then monies will be returned to the Trader who is unable to attend.

15. Termination: In case Stall holders breach this agreement in any way, Kerry Rose Festival reserves the right to terminate this agreement forthwith and take possession of the stall area without notice to you.

16. Vendor fire / safety guidelines

Please ensure that you read the Terms and Conditions carefully and note you must comply with them all (where applicable) to trade at any of our events.

On Site

Event management reserves the right not to confirm trade space until completed application form, including payment in full and all requested documentation has been received and approved.

Traders must:

- Load in and out within the allocated time slots as set down by Rose of Tralee Festival. No storage vehicles will be allowed on the street area once the event is in progress. If there is a requirement for any load in once event is in progress it must be agreed with Festival Event Management prior to event.
- Not attempt to set up or trade at any other location other than your designated agreed pitch. Traders are to stay for at least the core opening hours and must shut down as per the agreed trading hours. All traders must observe these hours.
- All traders must secure their structures and note that the ground will be hard standing. Festival management takes no responsibility for any damage to units caused by adverse weather conditions.
- All Vendors must cooperate fully with all officials, festival staff and security. Note that the Festival Management Team takes no responsibility for trading levels during event. There are no guarantees.
- No use of sound systems on their stalls unless authorised by festival official.
- No extension past the given frontage line or total footprint agreed on application.
- Keep vehicle movement to a minimum on site. A member of staff will inform you of the driving routes. Any vehicles without the correct authorisation will be removed.
- Be aware that deliveries are the responsibility of the trader. Deliveries come on site at their own risk and traders must consult with the Festival Management Team as to what the procedure is for deliveries for the specific event.
- Be aware that the Festival Management Team reserves the right to eject any individual from the site.

Stalls must close strictly at the time given. Lack of co-operation will eliminate you from being considered for further participation at The Rose of Tralee Festival.

The Rose of Tralee Festival reserves the right to cancel any bookings or refuse the right to trade to any traders.

The Rose of Tralee Festival will designate each trader their trading location and this is non-negotiable.

Traders are responsible for any damage inflicted upon the designated site, its trees, its furniture, its grass and its paving and any/ all fixtures and fittings within the site.

Fire/Gas Regulations for Traders – Non-Food Traders.

- No petrol generators will be allowed on the designated site area.
- Diesel fueled generators shall be located so that the exhaust fumes do not cause a nuisance and should be always supervised.
- Traders must remove rubbish on a regular basis to eliminate potential fire hazards.
- **Non-Cooking Units** must have 1 x 4kg dry powder extinguisher and 1 x 2kg CO2 fire extinguisher
- All escape routes are to be kept unobstructed.
- Smoking in or around the catering unit is prohibited.
- You are required to familiarize yourself with the location of the First-Aid points and the Emergency Access/Egress routes.
- In the event of a fire, raise the alarm and ask the public to stand away. If it is safe to do so, attack the fire using the nearest suitable equipment. If danger threatens, stand away from the fire.