**STALLHOLDER APPLICATION FORM**

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| **Name:** | **Event Name: Winter Fest** |
| **Address:**        **Postcode:** | **Any Special Requirements?** |
| **Telephone:** | **Single or Double Stall?**    **Do you require an electrical socket?** |
| **Mobile:** | **Website:** |
| **Email:** | **Social Media:** |
| **Date of Event: Saturday 26th & Sunday 27th November** | |
| **Description Of Items To Be Sold** (Please include photos attached to your application, or links to your website or marketing sources) | |
| The Spanish Barn is a Grade I listed building and Scheduled Ancient Monument within the grounds of Torre Abbey.  All stall holders are required to give this due consideration.  **Care of the Building**  The utmost care must be taken of the building and the grounds. Nothing may be nailed, screwed, or otherwise fixed to the walls, and nothing must be done to disturb the grass or soil outside. The stall holder will be charged the full cost of putting right any damage that occurs.  Rules of use:   * No fireworks * No smoking inside the Spanish Barn * No smoke machines * No vaping inside the Spanish Barn * No helium balloons * Candles may be permitted subject to certain restrictions and must be agreed strictly in advance with Torre Abbey’s Custodian * No flammable chemicals/fuels are to be housed in or within 10 metres of the premises * The Spanish Barn is monitored by CCTV and at no time must any camera view be obscured.     **Installations and Equipment**  If articles are brought onto Council property, this is at the owner’s risk. The installation of anything to existing fittings must be monitored by the Abbey’s Custodian. All electrical equipment must be certificated (with a current Portable Appliance Test certificate) and installed with the knowledge of the Abbey’s Custodian.    **Safety**  A fire alarm linked to the fire brigade and fire extinguishers are in place for use in the event of a fire.    **Insurance**  The stall holder will fully and effectively indemnify the Council, its employees and agents against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses that may be incurred by or made against the Council or any employee or agent of the Council in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property or in respect of nuisance by reason of or in any way connected with or arising out of the use of the venue and any abutting land. The Stall holder is not required to indemnify the Council against any such matters which arise from the negligent act or default of the Council or its employees or agents.  The stall holder will not make any claim against the Council or any employee or agent of the Council in respect of loss or damage to property from whatsoever cause sustained by the stall holder (or by any agent of or person employed by the stall holder for whom they are responsible) by reason of or arising out of or connected with the use of the venue and any abutting land.  The stall holder will be responsible to the Council for his/her agents or any other person who may be upon the premises as a result of, or in connection with the use of the premises by the stall holder.  All professional, political, commercial and charitable organisations are required to hold public liability insurance for not less than £5m any one incident.    **Cancellation**  If any circumstance over which the Council has no control renders the Abbey not available on any day or days, night or nights, or parts thereof on which the use of the Abbey, etc. may have been granted, the Council has the right to cancel the hiring and the stallholder shall not be entitled to any compensation in consequence thereof or in connection therewith.  In addition, the appropriate officer of the Council has the right to cancel or suspend the liberties hereby granted in whole or part, for the whole or any part of the Abbey, without giving reasons. This right may be used for, but is not limited to, the protection of the Abbey or supervening need for the Abbey to be used for another purpose. The charges paid, or an appropriate part of them, may be remitted or refunded in such circumstances depending on the particular circumstance of the cancellation. The stallholder shall only have the right to cancel this agreement on giving more than 90 days’ notice in writing.  The stallholder shall then be entitled to the return of any money already paid to the Council.    **Data Protection**  The information included on your submitted application form will be kept by Torbay Council for billing and monitoring purposes and may be held on computer.          ***I/We confirm that I/we have studied and understood the Terms & Conditions for venue use at Torre Abbey and that I/we will comply with them.***      Signed  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Date . . . . . . . . . . . . . . . . . . . . | |