

# Stall Holders Terms and Conditions

## Heighington Christmas Market 2021

All stall holders are required to read and abide by the following terms and conditions if attending the Heighington Christmas Market. These will be enforced before, during and after the course of the event. Failure to comply with any or part renders the stallholder in breach of contract. This may result in the stall offer being withdrawn, the stall being prevented from trading or closed down at the Market, or being refused application for future Christmas Markets. If your stall is closed down or prevented from trading, no refunds will be given on your stall fee or compensation for loss of earnings.

### Bookings

1. Applications for indoor/outdoor/charity stalls are to be made via the website booking form, unless agreed via the committee.
2. All payments are to be made via BACS unless agreed with either the stall holder liaison or the treasurer.
3. All stalls are allocated on a 'first come' basis, and are not classed as booked until full payment has been received. A maximum of 2 stalls PER ENTERPRISE are allowed.
4. Indoor stalls are to be located within Millfield Primary School – a maximum 12 stalls are available.
5. All appropriate legislation must be followed including but not exclusive to: The Health Act 2006, the Regulatory Reform (Fire Safety) Order 2005, The Licensing Act 2003, The Health and Safety at Work Etc Act 1974, The Food Safety and Hygiene (England) Regulations 2013, The Electricity at Work Regs 1989 and the Construction (Design and Management) Regulations 2015
6. **Stallholders who cancel or fail to attend the Christmas Market** after accepting a valid stall offer **will not be entitled to any refund**. If the organisers are able to re-let the stall, a refund may be made at the committee's discretion subject to the retention of an administration fee, but only before the cut-off date of October 31<sup>st</sup>. After this point no refund shall be issued even if the stall is re-let. Those who fail to give a valid reason for non-attendance may be refused future attendance.  
Please let the organisers know via EMAIL ASAP (even on the morning of the market if required), as we usually have a waiting list and may be able to offer

## **Stall Holders Terms and Conditions**

### **Heighington Christmas Market 2021**

someone else the opportunity of a stall. Proceedings may be held up waiting for stall holders who have not been in contact.

**If you do not contact us to advise of non attendance, you will not be able to book with us in future.**

7. Stallholders consent to any data supplied on the application form being retained for the sole purpose of use by the Heighington Christmas Market committee.

8. Stallholders are not to provide any game of chance, gambling, tombola's, sale of raffle tickets or collection boxes unless agreed in writing with the committee. Transgressors will find future applications declined.

9. It is our intention to spread craft types to avoid similar adjacent stalls, unless you specifically ask to be together. Please indicate any preference on the booking form. Similarly, stalls with similar or same items as those already booked may be asked to either refrain from selling similar items (where possible), or may be added to the waiting list, to ensure variety and fair trade.

10. A maximum of 10% of total number of stalls may be for charity. No single charity may have more than one stall.

11. Only charity stalls are eligible to offer for sale second hand goods (including 'vintage') or 'bric a brac'. Should a stall (other than those run by a charity) be found to be selling such items, they **WILL** be asked to leave and no refund shall be given.

#### **Set up/General**

12. All stall holders are to fully ensure that they have read and understood the arrival instructions. For stall holders using the market provided stalls outside – please remember that the market is run by volunteers. The stalls will be erected as quickly as possible, though there may be a slight delay in accessing the market to unload your goods. Please **DO NOT** verbally abuse volunteers – In such instances you may be asked to leave with no refund given. All stall holders are to meet as directed in the arrival instructions – please do not arrive at the market outside of the times directed.

13. When setting up, stall holders are asked to consider public and personal safety.

## **Stall Holders Terms and Conditions Heighington Christmas Market 2021**

14. All stalls must ready to open 30 min before market opening time. **For 2021, vehicles must be removed from the trading area no later than 1030.**
15. No vehicles will be allowed back onto the street before the market closes.
16. If you are supplying food to be consumed on the site, make sure that you can show proof of compliance with statutory regulations (listed at points 5/26/28) and insurance to cover your liability. Alcohol sellers must be able to produce a license upon request.
17. In case of wet and windy weather conditions, please make provision for weights and waterproof coverings to protect stock.
18. If there are any disagreements a representative of the Heighington Christmas Market committee will adjudicate and their decision will be final and binding.
19. Should a stall not comply with the T&C's listed, or be deemed unsafe, no refund will be given and you may not be allowed to trade.
20. Market cancellation is extremely rare, and every effort will be made to ensure the market runs as advertised. Should the market be cancelled for reasons outside of the committee's control, the committee shall endeavor to refund stall costs where funds are available. Examples of this would be extreme weather or a local/national lockdown in the event of a pandemic. However, the committee shall not be liable for lost earnings or stock. Please ensure you have suitable insurance to cover against such an occurrence.
21. Stall holders must trade only in the product lines declared on the stallholder application form.
22. No naked flames are to be used.
23. The committee takes no responsibility for stock/personal items or security.
24. Stalls must have at least one person over the age of 16 on duty at all times.
25. Do not sub-let/lend or otherwise hire the stall to any person other than the person named in the site offer, without prior permission from the committee.

## **Stall Holders Terms and Conditions Heighington Christmas Market 2021**

26. For those stallholders that trade from a stall provided by the market committee, stalls must be left in the same condition as supplied. If any damage is caused the stallholder will be charged.

27. All stall holders must make provision to have waste bags for your stall and all waste be removed at the close of the market.

### Catering

28. To give notice of a Temporary Event Notice (TEN) to the Licensing Authority if any licensable activity is to take place on the stall, eg. retail sale of alcohol or regulated entertainment, at least ten working days before the event. (Note the day the Authority receives the notice and the first day of the event do not count as being within the ten working days) In the case of the sale of alcohol:  There shall be a personal license holder responsible for the sale; and  A proof of age scheme will operate on the stall such as Challenge 21 or Challenge 25 schemes. Before trading in alcohol or providing regulated entertainment, the TEN is to be displayed on the stall in a position where it can be easily seen.

29. Covers and holders for cups must be provided by traders selling hot drinks to reduce the risk of burns and scalds.

30. On sealed and unwrapped products the 14 major allergens must be displayed on the packaging as per EU Food Information for Consumers Regulation No.1169/2011. For stalls selling unpackaged goods this information should either be displayed on menu boards or able to be provided orally by a member of staff.

**Please note** – The Heighington Christmas Market is a VOLUNTEER led, not-for-profit market. Should there be deemed to be too few volunteers to ensure the safe running of the day by October 31<sup>st</sup>, the market may have to be canceled. In this instance all stall holder fees will be refunded. All possible means to prevent this occurrence will be taken.