

# Stallholder/trader Terms and Conditions



## Event Information

**Event:** #SupportingTheSupporters Sponsored Horse Ride

**Date:** Sunday 8th September 2019

**Venue:** Milton Keynes Eventing Centre (MKEC)

## Terms and Conditions

The terms and conditions set out in this document are for stallholders/traders wishing to trade at the above noted event, organised by UK Emergency Support Services.

Please ensure you have read and understood the following terms and conditions before completing your application form. These terms and conditions are for everyone's benefit and welfare and to ensure that the event is enjoyable, safe and successful.

### 1. Applications

- a. All applications for a trade space/pitch must be submitted using the online booking form.
- b. No trade space/pitch is confirmed or authorised until the event organiser has returned a confirmation email and all payments have been paid in full.
- c. The event organiser reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decision.
- d. All decisions made by the event organiser is final.
- e. Stall spaces/pitches cannot be transferred, sublet, franchised or sold to any other person.
- f. No third-party sponsorship may be displayed on any pitch without the prior written approval of the event organisers.

### 2. Payment Terms

- a. Stall pitch fees are outlined in the application form.
- b. Once application is approved you will be sent a confirmation email and invoice.
- c. The full balance must be paid in as cleared funds within 30 days from the date of invoice.
- d. Any unpaid bookings will be cancelled, and the pitch/space re-advertised.
- e. Payment may be made by BACs, PayPal or by cheque (payment details provided on the invoice). If payment is to be made by cheque this must be cleared funds by the 30<sup>th</sup> day from the invoice date.
- f. Once stallholder/trader booking has been confirmed a unique reference will be provided, which must be recorded on your payment to aid with payment identification.
- g. Any requests for cancellation of stall bookings must be received in writing via email.
- h. Failure to attend the event will result in the full cost being incurred. No refund shall be given.

### 3. Default by Stallholders/traders

- a. Stallholders/traders shall be in default under the general conditions of their application form for trade pitch/space should they:
  - Fail to make payment by the due date.
  - Fail to physically occupy their allotted trade space.
  - Use the trade space in a manner that contravenes the terms and conditions.
  - Violate any applicable law or regulation or any rules or code of conduct.
  - Be in breach of any item or provision of this application.

### 4. Set-up, take down and hours of trading

- a. Hours of trading are 09:00 to 17:00.
- b. Stallholders/traders are not permitted to trade outside of the prescribed trading time.
- c. Stallholders/traders must set up their stalls and all vehicles moved to the allocated parking by 09:00.
- d. Stallholder/traders will be allowed access to the site from 07:15 for stall set up.
- e. Late arrivals after 08:15 will **NOT** be admitted as this does not allow enough time to set up the stall in a safe and well-turned-out manner.
- f. Stall holders/traders will be permitted to pack-down from 16:00. No portion of a stall must be dismantled before this time.
- g. Stallholders/traders must be off site by 18:00.

### 5. Stall Structures

- a. Stallholders/traders must provide their own equipment for the day e.g. gazebo, tables, chairs, display units
- b. Water or electricity is not available to supply to the trade area
- c. When using temporary structures such as gazebos, awnings or tents the stallholder/trader must make sure it complies with Health and Safety standards. This is due to health and safety implication such as high winds, trip hazards with cables etc.
- d. Gazebos/tents/flags/ground level displays must be secured at all times using appropriate weights and guy lines fastened to the ground.
- e. **Balloons or any other inflatable products are not permitted at this event**
- f. All stalls will be inspected before the prescribed trading times to ensure they are safe and secure.
- g. All stallholders/traders are required to display their name and any business name on their stall
- h. It is not the responsibility of the event to provide coverings or signage for stalls.
- i. The event organiser on the day will have the final say.

## **6. Occupation of Stall space**

- a. Stallholders/traders must only trade and conduct business from within the perimeters of the allocated stall/space and must not trade from any other stall or space.
- b. Stallholders/traders must ensure that their stall is not left unattended at any time during the event as a matter of security. It is the responsibility of the stall holder to arrange stall supervision for comfort breaks etc.
- c. Your allocated location at the event is not negotiable

## **7. Sale and Storage of goods**

- a. The stall/space must only be used for the purpose of the buying and selling of authorised goods/services
- b. Only those goods/services specified on the booking form or agreed at the time of allocation may be sold.
- c. Stallholders/Traders shall not abandon, on the site, any goods, packages, equipment or vehicles during or after the prescribed trading times, or after leaving the site. Any items left unattended may be removed for security and safety reasons and UKESS will not accept liability for the costs incurred for loss or damage to these items.
- d. All food sales and food trader personnel must comply with all the relevant standards and conditions of the environmental health department, and all food goods must be stored appropriately.
- e. Food Vendors must guarantee that they have the appropriate hygiene certification. Sellers trading in food must send the appropriate certification to be inspected by the event organiser prior to the event.
- f. Raffle tickets may not be sold, unless this is agreed by the event organisers in advance.
- g. Products and produce with faults must be clearly labelled and sold as seconds.

## **8. Prohibited Items**

- a. Stallholders/traders are not permitted under any circumstances to sell:
  - Knives or anything that could be construed as a weapon or replica weapon.
  - Any illegal or controlled substances.
  - Food, snacks, soft drinks, ice cream, alcohol, cigarettes or tobacco products of any description unless this is the purpose of your trade stand and has been agreed in writing by the event organisers themselves.
  - Any unauthorised records, CDs, videos or tape recordings.
  - Laser pens or other laser equipment.
  - Explicit or adult materials.
- b. Any stallholders/traders found selling these products will be removed from the site and the police and trading standards may be contacted. No refund will be made for stallholders/traders who are in breach of this clause.

## **9. Admission charges by stallholders/traders**

- a. No stallholders/traders shall charge an admission fee to their exhibit/stall unless the stall has been granted permission by the event organisers in writing, e.g. a bouncy castle.

## **10. Distribution of Literature, Display Notices & Banners**

- a. Stallholders/traders are not permitted to roam around the event site handing out literature.
- b. The distribution of all literature shall be confined to the stallholders/traders stand area only.
- c. Displays, banners, leafleting, signage or any other style of displays are not permitted in the parking areas or surrounding areas without the prior approval of the event organiser.

## **11. Stall Management**

- a. The event organisers shall provide staff for the operation of the trade site and ensure that such staff are over the age of 16, adequately trained and well presented at all times.
- b. The use of offensive or abusive or threatening language by the stallholder/trader or its staff will be in breach of terms and conditions and those found to be displaying these behaviours will be asked to leave the site. No refund will be made for stallholders/traders who are in breach of this clause.

## **12. Conduct of stallholders/traders**

- a. Stallholders/traders are responsible for their conduct, that of their employees and assistants in relation to these terms and conditions.
- b. Stallholders/traders shall at all times, conduct their business in an honest, civil and business-like manner, without causing nuisance, obstruction or interference in any way, with the general public or with the business of any other trader, and in compliance with instructions given by the event officials or the emergency services.
- c. Stallholders/traders must comply with all statutory and other legal requirements, both civil and criminal.
- d. Stallholders/traders shall take reasonable steps to ensure the safety of others and must have the appropriate risk and fire assessments available upon request for inspection by the event organiser/officials.
- e. Stallholders/traders and all attending the event shall observe and comply with the instructions and requirements of the event.
- f. Stallholders/traders are responsible for ensuring that they, their employees, assistants and customers evacuate the site promptly when notified.
- g. During the prescribed trading times, all stallholders/traders shall have all relevant certificates, and other legal documents available to display within their stall or space.
- h. All accidents, disputes, theft, disorderly conduct, goods lost or found and damage to the site's property shall be reported to the event organisers/officials as soon as practicably possible, and in any event before leaving the site.
- i. No form of discrimination will be tolerated. Anything that is deemed offensive on the grounds of sex, race, culture or sexual orientation is not permitted on site for ethical or safety reasons. Anyone found to be in breach of this clause will be asked to leave site immediately. No refund will be made for stallholders/traders who are in breach of this clause.

### **13. Vehicles & Car Parking**

- a. A maximum of two vehicle passes are included in the cost of your stall and will be issued to the stallholder/trader nearer the date of the event. It is important that the pass is retained and is presented on entrance to the site as it will aid identification and thereafter to be displayed in your vehicle window.
- b. Vehicle movement times and instructions must be strictly adhered to as specified by the event organiser.
- c. Vehicles are not allowed onto the trade area during the prescribed trading times and must be removed as soon as possible once stallholders/traders have set up.
- d. All stallholders/traders are not permitted to move their vehicle back onto the trade area prior to 16:00.
- e. Movement at any time of vehicles will be strictly controlled and vehicles must be driven on site at a maximum speed of 5 mph and with hazards lights on.
- f. Stallholders/traders must park in the designated car park as instructed by event officials on the day or be parked on their own stall/Space if the vehicle is an integral part of the exhibit/stall.
- g. Any vehicle irregularly parked on the event site or obstructing any exit must be moved immediately.
- h. Vehicles must be loaded/unloaded immediately, and not left unattended in the trade area.
- i. The serving of customers is prohibited whilst unloading/loading or outside of the prescribed trading times.
- j. Access onto the trade area for the Emergency Services must be maintained at all times.

### **14. Cleaning and refuse disposal**

- a. Stallholders/traders must keep the allocated stall/space and its immediate surroundings, including their own facilities, in a clean and tidy condition.
- b. Stallholders/traders and all attending the event shall not bring any items or refuse onto the site for disposal or abandonment.
- c. All stallholders/traders are responsible for removing all refuse from the event and disposing of this legally and responsibly.
- d. At the end of the event, traders must remove all unsold and uncollected items and all trade equipment from the site. Any items left will be removed and the costs incurred will be met by the stallholder/trader.

### **15. Insurance and certificates**

- a. Part of the booking for this event requires each stallholder/trader to have public liability insurance to the value of at least £1,000,000 which covers for events i.e. away from your own premises.
- b. Stallholders/traders will be required to send a copy of their Public Liability Insurance certificate prior to the event and must have this available for inspection on the day of the event.
- c. All stallholders/traders are responsible for their own insurance. The event organiser and its representatives do not take or accept any responsibility for this.
- d. All food vendors/traders will be required to send a copy of their food hygiene and/or preparation certificates prior to the event and must have this available for inspection on the day of the event. Each food handler must produce their individual and valid food hygiene certificate.
- e. Stall holders must provide a risk assessment in advance of the event and have this available in their possession on the day of the event.
- f. Stallholders/traders shall provide evidence or Portable Appliance Test (PAT) certificates for all electrical goods and equipment when requested (if applicable)
- g. If applicable, all Stallholders/traders shall provide evidence of a Portable Gas Appliance certificate, which has been issued within the last 12 months by a competent approved contractor
- h. Failure to provide required documentation on the day of trading, when requested or failure to comply with health department standards and regulations may result in immediate closure of stall.

### **16. Use of appliances/equipment**

- a. Stallholders/traders are responsible for ensuring that any electrical goods or equipment they use or provide on the stall/pitch satisfies relevant legislation.
- b. The event is unable to provide generators or gas bottles to stallholders/traders.
- c. The use of generators is prohibited unless authorised by the event organiser. Where authorised, traders shall ensure generators are silenced, fit for use, regularly serviced, placed in an appropriately-sized cage, positioned within the confined of the allocated stall or space and so as not to cause obstruction, hazard or impede the operation of the trading area.
- d. If you require the use of a generator, then it is essential that you have adequate fire extinguishers for your stall. It is the trader's responsibility to provide their own fire safety equipment.
- e. Stallholders/traders shall ensure that all trailing cables are covered with anti-trip matting.
- f. Not heating apparatus or items operating with a naked flame shall be used at the event, except where permitted to do so by the event organiser.
- g. Traders must immediately cease to use any equipment that the event officials deem to be in an unsafe condition or not as described in advance by the stallholder/trader.

### **17. Fire Safety and Health and Safety**

- a. Open fires and naked flames are not permitted within the trade area or anywhere on site – items such as candles must not be lit while on display
- b. Smoking is not permitted within the trade area nor within the stall structures themselves
- c. Stallholders/traders must ensure they have adequate exit points in the event of a fire.
- d. Where applicable stallholders/traders should have fire safety equipment (e.g. fire blankets, H2O and CO2 fire extinguishers). These should have been tested in the last 12 months.
- e. All structures and drapes must be flame-proofed.

- f. Fire evacuation points will be established which will be identified to stallholders/traders on arrival at the event. You will also be given a briefing document that includes information on emergency procedures and contact details. All employees and assistants should be briefed in what to do in the event of a fire (e.g. where to meet and how to raise an alarm).
- g. Stallholders/traders are permitted to bring bottled gas (LPG) on site if this is required to trade e.g. hot food trade and with authorisation from the event organiser. All gas containers must be kept outside any structure and secured in an upright position to a solid object to ensure they cannot fall over. Stallholders/traders should speak to the event organiser/official if they envisage any problems or require further clarification with this.
- h. Stallholders/traders are required to keep both the area in front of their stall and the area behind their stall tidy and free of rubbish.
- i. All stallholders/traders must comply with local fire and health and safety regulations and with the directions of event officials.

## 18. Equestrian

- a. Stallholders/traders are not permitted within the horse lorry/trailer parking area, horse arenas including the cross-country area nor any other areas where horses are present
- b. Stallholder/traders must not interfere in any way with the horses and their riders who are on site
- c. In completing the booking form, the stallholder/trader and their representative accept that this event involves horses and horse riding and is classed as a high-risk event and being in the vicinity of horses poses risks.
- d. If the event organiser or event officials consider the stallholder/trader or any of their representatives are endangering or may endanger the safety or welfare of any persons or horses will be asked to leave site immediately. In the event of such circumstances, you will not be entitled to any refund or compensation.

## 19. Cancellations

- a. **Cancellation of a stall by a trader:**
  - i. Cancellation made by the stallholder/trader **up to 8 weeks** before the event date will not incur charges and all fees will be refunded.
  - ii. Cancellation made by the stallholder/trader **between 8 weeks and 4 weeks** before the event date will be subject to a charge of 50% of fees paid.
  - iii. Cancellation made by the stall holder/trader **less than 4 weeks** before the event date will be subject to a charge of 100% of fees paid
  - iv. Cancellation notification must be done in writing via email to the event organiser at [info@ukemergencysupport.org](mailto:info@ukemergencysupport.org)
- b. **Cancellation of the event by the event organiser:**
  - i. If we are forced to cancel the event due to adverse weather or other conditions, we will aim to notify all traders by email a minimum of 24 hours before the event where possible.
  - ii. Special provision will be given to food traders or traders who otherwise source fresh ingredients in order to trade – we aim to give a 'warning' of any weather issues under consideration a minimum of 48 hours before the event where possible.
  - iii. Stall spaces/pitch fees will be fully refundable in the event of a full cancellation by the event organiser
  - iv. Traders will not be eligible for compensation in the event of cancellation
  - v. Decision of cancellation of the event by the event management are final

## 20. Disputes

- a. In the event of any disputes the event organiser's decision is final.

## 21. Liability

- a. Neither the event organiser nor their representatives shall be liable or responsible for any injury to the stallholder/trader/exhibitor or their employees, guests or visitors while within the confines of the trade space allocated to them, other than those caused as a result of our negligence.
- b. Stallholders/traders/exhibitors shall be solely responsible for providing security for their own trade space. Neither the event organiser nor their representatives shall be liable for any damage to property of traders/exhibitors or the property of traders/exhibitors agents, employees, guests or visitors and the traders/exhibitors agree to indemnify and hold harmless The event organiser and their representatives against such loss.
- c. All property is brought onto site at the stallholders/traders risk and the event organisers and their representatives are unable to accept any liability for damage or losses howsoever caused.
- d. All stallholders/traders and assistants must ensure they are vigilant. The event organisers and their representative are not responsible for effects on the level of trade caused by weather conditions, footfall or any unforeseen circumstances out of its control.
- e. All persons who enter the trade area do so at their own risk
- f. In completing the booking form, the stallholder/trader and all representatives accept that horse riding is classed as a high risk sport and being in the vicinity of horses poses risks.
- g. It is a condition of your booking that you accept that the event organiser and its officials are entitled to give instructions which you must follow. You will be asked to leave site If it is considered you are endangering or may endanger the safety or welfare of any persons or horses including yourself. In the event of such circumstances, you will not be entitled to any refund or compensation.

## 22. Complaints

- a. If a stallholder/trader has a complaint or are unhappy, they must immediately inform an event official so that they can endeavour to put it right.
- b. If the matter cannot be resolved locally to your satisfaction and you wish to make a complaint you must contact the event organiser (UK Emergency Support Services) by telephone on 0330 133 0050 so that we may try and resolve the situation.
- c. Please note failure to report problems at the time that they occur will invalidate subsequent claims.
- d. If you are still not satisfied, you are required to notify us in writing to our office address; 4 Clover Drive, Thrapston, Kettering, Northamptonshire, NN14 4RN within 14 days of the event giving full details of the complaint. We will acknowledge receipt of your letter within 14 days and then begin any investigation we feel is necessary. After a further period of up to 21 days we will contact you with the outcome of our investigation. If you do not comply with this requirement, we will not accept any responsibility for the matter giving rise to your grievance, having been unable to put it right immediately or to investigate it at the relevant time.
- e. It should also be noted that the complaint must be made by the stallholder/trader who attended the event and not by a third party.

## 23. Data Protection policy

- a. Your information will be held by UK Emergency Support Services. For the purposes of the Data Protection Act, UK Emergency Support Services is the data controller.
- b. Data, including personal data, will be processed and stored on databases managed by UK Emergency Support Services. This data can only be accessed by authorised members of UK Emergency Support Services staff.
- c. UK Emergency Support Services will store the information you have provided to aid the administration of the event in question, to improve the services we provide and, if you have chosen to opt in, to inform you via email of future UK Emergency Support Services news, events and other relevant activity.
- d. You may get your information updated or removed from the UK Emergency Support Services database system by emailing [info@ukemergencysupport.org](mailto:info@ukemergencysupport.org) or by writing to us at UK Emergency Support Services, 4 Clover Drive, Thrapston, Northamptonshire, NN14 4RN
- e. Your personal details will not be shared with any other organisation or third party.
- f. The information you submit will not be kept for any longer than is needed. The length of time will depend upon whether UK Emergency Support Services has a business need for keeping the information and/or if the law requires that we keep the information for a particular length of time.
- g. We may ask you to confirm your personal details to ensure they are accurate.
- h. The information will be kept in a secure environment. It will be held on computer databases that can only be accessed by authorised members of UK Emergency Support Services and authorised appointed persons.
- i. As you have provided personal information, we need you to consent to the processing of this data. By submitting the online booking form, you are agreeing to us processing this data as described above.

## 24. Disclaimer

- a. By trading at this event and by submitting your online booking form you agree to abide by the terms and conditions as set out above. Failure to do so could risk your stall being closed with no refund being given.