

Booking Terms and Conditions 2018

Please Read Carefully

GOODS

- 1. Only commodities that have been vetted and approved by management should be sold.
- 2. Only certified organic produce can trade under the "organic" label.
- 3. Only those goods detailed on the application form may be displayed for sale on your stall. You will be asked to remove any additional goods.
- 4. The sale of counterfeit goods is strictly prohibited.

APPLICATIONS

- 5. All applications must be made on a 2018 Christmas Fayre Application Form and accompanied by a £100 deposit. Telephone applications are not acceptable.
- 6. All stall charges of attending traders are refundable subject to an £80 administration fee, but only if cancellation is given before 1st October.
- 7. Positioning of stands and allocation of stalls is at the discretion of the Committee using our selection criteria. The final allocation is designed for the overall benefit of the market and is final. No discussions will be entered into. We do operate on a first come first served basis for stall allocation. The management has the right to change the location of the stall if they feel necessary.
- 8. If you do not receive an acknowledgement of payment and receipt of money sent, within 28 days, please contact us.
- 9. Under no circumstances may space booked be sublet.
- 10. Applications from traders will be accepted subject to vetting, and space/stalls being available.
- 11. All balances are due to be paid in full by 31st August 2018.

CANCELLATIONS

- 12. Failure to attend an event without prior cancellation will result in the cancellation of all future bookings without refund until the outstanding balance due is paid in full.
- 13. If an event has to be cancelled, interrupted or curtailed due to circumstances beyond the organiser's control, the organisers shall not be liable to make good any loss incurred by any party booked for the market.

TRADING

- 14. The total dimensions of the stalls will vary in size. The total area of the stall is yours in which to display/demonstrate & may be used in the most effective way for your work.
- 15. Any additional display items must be positioned within this stall area & must not obstruct your own access or pedestrian walkways.
- 16. All refuse must be placed in bin bags or boxes, the bag tied and left in the designated area. Please ask the event manager for details.
- 17. All traders must comply with the Food Safety (General Food Hygiene Regulations 1995, & the provisions of the Food Safety Act 1990).
- 18. Traders shall comply with all current and future legislation, notices, orders, discretions, bylaws & others of all Government & Local Authorities or Agents or other bodies having statutory powers & shall comply with all restrictions, directions & conditions lawfully imposed by any public authority having statutory power.
- 19. Traders shall supply Llandudno Christmas Fayre with a copy of all relevant certification regarding Food Hygiene and public liability insurance.
- 20. Traders are advised that enforcement action will be taken to prevent and remove the sale of counterfeit and illicit goods from the Fayre as well as the traders who sell them.
- 21. Stall charges are set by the event committee and increases to these are at the committee's discretion with prior notice being given to the traders.
- 22. Traders must comply with all reasonable directions of the event manager for the management, control & conduct of the fayre.
- ^{23.} The Fayre's committee does not guarantee or agree to meet the expectations of traders in terms of income. Where income is affected for any reason, the operator does not, or will not make good any expectations on the traders' part.
- ^{24.} Traders shall agree to, and abide by vehicle access, loading and unloading times imposed by the event manager.
- 25. Drilling through the walls of the chalet is not allowed.
- ^{26.} All food traders must line the floor of their stall with matting. Any permanent marking or discolouring left by the trader once the event has closed will be expected to reimburse the Fayre committee in full to cover additional cleaning costs.
- 27. All food traders must follow food standards and hygiene regulations.
- 28. All food traders must have hot and cold hand washing facilities in evidence at the start of each day trading and throughout the event.
- 29. All food traders must have storage facilities for dirty water, fat and oil (containers must be clearly labelled).
- 30. All food traders must ensure that all food is completely protected by glass or transparent Perspex.
- 31. All traders must clearly label their products as instructed by trading standards.

CONSUMER REGULATIONS

- 32. All upholstered furniture including pillows, cushions etc. should be correctly labelled and comply with current consumer fire regulations.
- 33. Toys must be CE marked.

STANDS AND DISPLAYS

- 34. Stored packaging MUST NOT BE visible to the public.
- 35. All stalls must be festively animated and decorated for the event in an appropriate manner. Stalls will be inspected by the Fayre organisers on the first day of trading.

- 36. Traders MUST display their business name and a copy of their public liability insurance and food hygiene certificate as necessary.
- 37. All traders must clearly display their prices in an easy to understand format and in a size that can be readily and easily read.
- 38. Traders selling meat must display their produce in a chillier cabinet.
- 39. Any special requirements should be discussed with the organisers before applying and you should indicate your requirements on your application form.
- ^{40.} Use of flammable, explosive or otherwise dangerous materials or equipment is strictly prohibited at the Fayre.
- Traders selling hot food must have appropriate fire safety equipment in date on site at all times throughout the setup, Fayre duration and break down. Extinguishers must be visible at all times and should be within their service date. Should any of this equipment be inadequate, you risk not being permitted to trade, and in which case you will not be liable for a refund.
- 42. Any cooking appliances or other hot surfaces must be situated within the traders stand area and must be enclosed by suitable barriers to prevent accidental contact by any member of the public.
- Each trader on site MUST be in possession of a suitable for purpose first aid kit. Food traders particularly, will be expected to carry appropriate plasters etc.
- ^{44.} Please ensure that your area is kept clean and tidy during the event and that your area is left clean and all debris removed or suitably disposed of at the end of the day.
- Traders are responsible for establishing that equipment provided (tables/stalls) is suitable for goods displayed. Any faults discovered with the equipment provided should be drawn to the attention of the event manager immediately who has the right to remove it.
- All stands must be open for the entirety of the event without exception unless permission has been otherwise given by event management.
- 47. All stands must be set up at least 1 hour before the fayre opens to the public on the Thursday at 10.00am. Traders must not dismantle nor remove any part of their stand until after the event closes at 5pm on the Sunday.
- ^{48.} Any stalls that are left unattended and not open for business at any point throughout the event will be closed down and removed, and NO refunds will be given.
- ^{49.} The stalls should be open every day and at all times which have been explained and designated for all traders by management.
- 50. All traders must adhere to all Health and Safety information including the use of electric and gas and any other equipment use while trading on the market.
- 51. Any traders that do not abide or work in an unsatisfied or dangerous manor will not be permitted to trade and will not be liable for a refund.
- Trader wristbands/lanyards will be issued and must be worn throughout the duration of the event, otherwise security will ask you to leave. Wristbands/lanyards are not transferrable.

ELECTRICITY

- 53. Traders shall supply the Llandudno Christmas Fayre with PAT Testing documentation of all electrical items to be used on site.
- The required electricity supply MUST be indicated on the application form, and agreed to by the Fayre management beforehand, accompanied by the correct fee.
- be used for electricity supply. Generators used will be super silenced to noise levels less than 90db. There may be occasional smoke on starting up of the generators and

- the possibility of diesel smells. No claims will be accepted from traders who are placed near any generator sets.
- Electrical items will be subject to our contractor's acceptance and in line with your electrical requirements as per your application form.
- 57. Should any problem arise with the generation of electricity on site throughout the duration of the event, Llandudno Christmas Fayre will not be liable for any loss of trade incurred.

LIABILITY

- To comply with the "Electricity at Work Act 1989" all electrical equipment including light fittings, extensions, leads and working tools should be tested for electrical safety and a certificate of compliance obtained. Should an inspector attend an event and find any uncertified electrical equipment he/she has the right to prevent that electrical equipment from being used. It is the trader's responsibility to ensure that equipment is tested and certificated annually.
- 59. The trader will be liable for any loss or damage occasioned to the fabric of any borrowed stall, site or any equipment therein or injury to other persons, as a result of their negligence.
- 60. Any equipment brought by traders to the market site for their own use must be safe and deemed fit for purpose.
- The organisers will not accept liability for any losses, thefts, damages however caused to any exhibitor, or his servant, or to any article or property brought into the Fayre or whilst entering/leaving the show or for any legal action taken on behalf of or by members of the public or other bodies.
- The organisers cannot be held responsible for the wellbeing of stall holders or persons whilst travelling or during the event. All traders must have their own insurance for Public Liability and are strongly advised to also cover the wellbeing of themselves and their stock whilst at the market and in transit.
- The distribution of leaflets or other documents on behalf of persons or events who are not traders with the Fayre is not permitted.
- The fayre committee reserves the right to substitute, waive or change without notice, any details of the Fayre, or booking conditions and procedures.
- The Fayre Committee shall not be considered liable for damage to stock and/or supplementary equipment used by the trader which has been damaged due to adverse weather conditions.

I		have read the terms
and conditions and agree to them		
Signed:	Date:	