

Stall holder - Terms and Conditions

These Terms and Conditions are subject to change for future events.

- “The Organiser”** refers to Heritage Farm
- “The Stall holder”** refers to Yourself as the person who is agreeing to bring a stall or activity to this event
- “The Event”** refers to the event you are agreeing to take part in which will be listed as an option on the form completed and confirmed through email when your pitch is confirmed
- “The Site”** refers to the site where the event is being held. This will be specified in the confirmation sent once your space has been booked

Cancellations

- I. If a pitch fee is being charged then The Organiser needs to know of any cancellations from The Stall holder 48 hours before The Event for a refund of any kind.
- II. If no pitch fee is being charged then confirmation of cancellation can be made at any time but The Organiser would appreciate that this is made as soon as possible.
- III. The Organiser reserves the right to cancel The Event for any reason at any point before The Event. If a pitch fee is being charged The Organiser will be in contact to organise any refund owed.

Electricity usage

- I. Electricity is not readily available on-site, if you need electricity you must let The Organisers know and they will be able to advise what can be done, if anything. There is no guarantee that you will have access to electricity.

Site Access

- I. The Organiser will confirm the times that The Site can be accessed before, during and after The Event.
- II. If you need access to the site outside of these hours this must be by prior arrangement with The Organiser and may be inaccessible outside of these times.

Set up, clear up - loading, unloading

- I. The Site will may be made accessible by appointment before the event to observe the space should this be required for specialty stalls or activities.
- II. Cars will be permitted on The Site to get to and from your pitch outside of public opening hours.*
- III. * Asterix indicates that this is subject to weather conditions. If there will be substantial damage done to the surface or would create a Health and Safety issue then this condition can be overruled by The Organiser and is entirely at their discretion.
- IV. Set up and take down can be arranged for the day before and/or after The Event by prior agreement between The Stall holder and The Organiser.

Booking

- I. Pitches will not be accepted later than one week before The Event.
- II. Pitches are not to be assumed. Your pitch is confirmed once you have had a confirmation email from The Organisers and replied to that email.

Payment

- I. If a pitch fee is being charged it must be paid either
 - A. Five (5) working days before The Event unless otherwise indicated. This can be done through BACS payment. Payment must be in The Organiser's account five (5) days before or an additional fee of £1 per day overdue will incur.
 - B. One the day of The Event in cash to The Organiser. This will incur an additional £5 fee.
- II. Cheques are not accepted as payment for The Stallholder's pitch fee.

Refunds

- I. Refunds are entirely at The Organiser's discretion and their decision is final.
- II. When The Organiser has had to cancel The Event due to unforeseen circumstances they will be in contact to organise a refund for cancellation.
- III. If The Stall holder has cancelled their pitch less than five (5) working days before The Event they are not entitled to a refund and should not expect to receive a refund of any kind.

Trading hours

- I. Trading hours will be advertised at The Event hours on all relevant marketing and releases. This will often be 10am until 5pm but is subject to change and will be confirmed for every individual event.
- II. You are able to leave your stall and the site during Trading hours provided you have someone to look after your stall or can lock up your items. The Organiser will not be held responsible for any damage or loss of stock or any accident or injury due to The Stall holder's stock.

Allocation and position of pitch

- I. Allocation and position of pitch is entirely at The Organiser's discretion and their decision is final.
- II. If there is an issue with your pitch you must inform The Organiser in the first instance and as soon as possible.
- III. Please note that most Events will be outdoors and is open to any and all weather conditions so take this into consideration when applying for a pitch, setting up, taking down and deciding on stock. The Organiser will not be held responsible for any damage or loss of stock or any accident or injury due to The Stall holder's stock.
- IV. Please note that most Events will be outdoors and will often be on unlevelled ground so take this into consideration when applying for a pitch, setting up, taking down and deciding on stock. The Organiser will not be held responsible for any damage or loss of stock or any accident or injury due to The Stall holder's stock.

Eligible goods

- I. The Stall holder confirms that they are not selling anything illegal, illicit or inappropriate in nature.
- II. If there are any goods that are not allowed at a certain Event this will be specified in the confirmation email. If you would like to revoke your application at this point no fee or penalty will be enforced.

Exclusive trading rights

- I. The Organiser cannot guarantee exclusivity of products although can and will use their discretion to prevent excessive duplication of products being provided at The Event.

Germ and disease prevention

- I. The Organisers encourage the use of hand sanitiser as well as frequent hand washing to prevent the spread of germs, disease and infection.
- II. Sanitising and hand washing stations will be provided around The Site during The Event although it is encouraged that you provide hand sanitiser for yourself and potential customers where possible

Site use and presentation

- I. Presentation of your stall should be to a professional standard of good quality. Infrastructure must be secured and weighted appropriately. The use of guy-ropes is permitted in the ground of The Site.
- II. Approval to use a portable generator can only be given by The Organiser and is entirely at their discretion

Smoking and E-Cigarettes

- I. Smoking is not permitted on The Site.
- II. E-Cigarettes are permitted on The Site but is not permitted around any animals.
- III. Any and all waste created from the use of E-Cigarettes must be removed from The Site for the health, safety and wellbeing of all animals who use the site.
- IV. If found to be in violation of these rules a fine or penalty will incur.

Bad weather and other disruptions

- I. Please note that most Events will be outdoors and is open to any and all weather conditions so take this into consideration when applying for a pitch, setting up, taking down and deciding on stock. The Organiser will not be held responsible for any damage or loss of stock or any accident or injury due to The Stall holder's stock.
- II. The Event will be going ahead regardless of weather unless you hear otherwise from The Organiser beforehand.
- III. The Organiser will use their discretion to decide on whether The Event will be held based on inclement weather or other disruptions.

Organiser directions

- I. If you need access to the site outside of the usual Trading hours this must be by prior arrangement with The Organiser and may be inaccessible outside of these times.
- II. Events may be subject to adverse weather conditions. If there will be substantial damage done to the surface or would create a Health and Safety issue then this condition can be overruled by The Organiser and is entirely at their discretion.
- III. Set up and take down can be arranged for the day before and/or after The Event by prior agreement between The Stall holder and The Organiser.
- IV. Refunds are entirely at The Organiser's discretion and their decision is final.
- V. Allocation and position of pitch is entirely at The Organiser's discretion and their decision is final.
- VI. Please note that most Events will be outdoors and is open to any and all weather conditions and on unlevelled ground so take this into consideration when applying for a pitch, setting up, taking down and deciding on stock. The Organiser will not be held responsible for any damage or loss of stock or any accident or injury due to The Stall holder's stock.
- VII. The Organiser cannot guarantee exclusivity of products although can and will use their discretion to prevent excessive duplication of products being provided at The Event.
- VIII. The Organiser will use their discretion to decide on whether The Event will be held based on inclement weather or other disruptions.
- IX. The Organiser can use their own discretion to resolve any dispute that may arise including, but not limited to, disputes between Stall holders or between Stall holders and members of the public. The Organiser's decision is final.

Organiser dispute resolution determinations

- I. The Organiser can use their own discretion to resolve any dispute that may arise including, but not limited to, disputes between Stall holders or between Stall holders and members of the public. The Organiser's decision is final.

Stallholder warranties and representations

- I. The Stall holder acknowledges and agrees that, by applying to hire a stall site, The Stall holder makes the following warranties and representations:
 - A. That the statements made in the online application system are true, accurate and complete;
 - B. That The Stall holder has carefully read these regulations and agrees to be bound by their terms and conditions;
 - C. That The Stall holder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;
 - D. That The Stall holder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabeling goods;
 - E. That The Stall holder has the necessary licenses, practicing certificates or permission to sell the goods that they offer for sale

Inspection of documents

- I. The Stall holder must supply all necessary up-to-date documentation requested.
- II. Copies are to be sent to admin@heritagefarm.gg no later than five (5) working days before The Event.

Exclusion of The Organiser's liability

- I. The Stall holder acknowledges and agrees that The Organiser has not given any warranties or made any representations relating to the The Stall holder's occupation or use of a stall site at The Event other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:
 - A. The Stall holder's likely sales or profits;
 - B. The benefits of the location of any particular stall site;
 - C. The number of potential customers that are likely to visit The Event;
 - D. The presence of other Stall Holders on the same Event day selling the same or similar goods or services or the location of their stall site;
 - E. The services and facilities that are available to The Stall holder other than as are expressly set out in these regulations;
 - F. The extent to which The Organiser has carried out marketing or advertising to attract customers to The Event;
 - G. The suitability of The Event for any particular purpose

Claims against the Organiser

- I. The Stall holder acknowledges and agrees that The Organiser is not liable for any claims arising from:
 - A. Damage to the goods or other property of The Stall holder;
 - B. Theft of the goods or other property of The Stall holder;
 - C. Injury, loss or damage suffered by any person at The Event;
 - D. The Organiser/s request for the trader to leave The Event/ lack of future invitations to The Event;
 - E. Damage to or the theft of the property of any person at The Event.

Inspection of insurance policies

- I. The Stall holder must have a copy of their Public Liability Insurance policy available at all times.

Risk management and accident preventions terms

- I. A risk assessment should be completed by The Stall holder to ensure all possible steps are taken to protect the public and any workers.
- II. The Stall holder must report any security issues to The Organiser as soon as possible. Examples of security issues include, but are not limited to:
 - A. Robberies, shoplifting, pickpocketing
 - B. Unusual packages or suspicious items
 - C. Belligerent, drunk or disorderly customers

Traffic management

- I. The Organiser withholds the right to direct traffic however they see fit for The Site and their direction must be followed to ensure site safety is kept.
- II. Cars will be permitted on The Site to get to and from your pitch outside of public opening hours.*
- III. * Asterix indicates that this is subject to weather conditions. If there will be substantial damage done to the surface or would create a Health and Safety issue then this condition can be overruled by The Organiser and is entirely at their discretion.

Tripping/other accidents

- I. The Stall holder must keep their stall site and immediate vicinity clear of any trip hazards and obstructions to pedestrians traffic.
- II. The Stall holder must keep their stall site and immediate vicinity free from sharp corners or dangerous projections that could cause injury. This includes but is not limited to materials such as glass, metal and timber.
- III. The Stall holder must ensure that nothing sharp or dangerous is attached to tables or gazebos that may cause injury to anyone on The Site.

Stall holder requirements

- I. Food stall holders must rely on their own public liability insurance to include cover for claims arising from the sale of hot food or from food contamination.
- II. Food stall holders must acknowledge and agree that The Organiser is not liable for any worker's compensation claim by any of their staff.
- III. In the storage, preparation, cooking and service of food, food stall holders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:
 - A. Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by the Environmental Health Office.
 - B. All sales of alcohol must be made in accordance with Challenge 25 guidelines.
 - C. Goods must be marked and priced according to legal requirements.