

GWYL Tŷ GWYRDD, DENBIGH

Stallholders Terms and Conditions

We kindly ask that all stallholders cooperate and play their part in ensuring that Gwyl Tŷ Gwyrdd's events are enjoyable and safe for everyone involved. This includes complying with the commercial and administrative terms, the insurance terms, trading standards guidelines, food hygiene and the risk management and accident prevention terms.

Booking your pitch

Any person or business wanting to apply for a stall at Y Tŷ Gwyrdd events must do so by completing an application form and submitting along with all relevant documents.

Applicants are invited to attend by email which will need to be replied to, in order to confirm a pitch. Confirmation of attendance by the applicant automatically agrees to the terms and conditions.

Payments

Payment must be made at least 5 working days in advance of an event unless otherwise indicated.

Payment should be made by bank transfer to the appropriate bank account for the event listed in the invite.

Refunds

Stallholders must accept the risk of bad weather and will not generally be entitled to a refund for these reasons.

Cancellations of confirmed bookings from stallholders will only be accepted up to one week prior to the relevant event day. A full refund will only be paid if sufficient notice is provided, and the event organiser is able to find a replacement stallholder.

In the event of extreme adverse weather conditions, causing the event to be cancelled, refunds will be at the event organisers discretion and will be a percentage of the stall fee, taking into account pre-event expenses.

Trading hours

Events operate trading times of 10.00 am to 4.00pm. Stallholders are expected to trade for the duration of the event as a courtesy to their fellow traders and at the request of the event organiser.

Should a stallholder be required to leave early it is expected they will first gain permission from the event organiser.

Any variation to these trading times will be notified prior to the event.

Allocation and Position of Pitch

The event organiser is solely responsible for the allocation and position of pitch sites.

It is not permissible for stallholders to change the pitch position without consultation with the event organiser.

Eligible Goods

Applicants are required to supply a description of the goods intended for sale.

Exclusive Trading Rights

The event organiser will endeavour to prevent duplication of products within the event but does not guarantee exclusivity.

Covid Measures

If you have any signs or symptoms of Covid 19 we ask that you do a lateral flow test to confirm a negative result, before coming to the event.

Site Use and Presentation

Stallholders must operate strictly within the marked boundaries of the stall site that has been allocated to them and avoid encroachment into neighbouring trader pitch space. Any additional tables must fit within the allocated space.

Stalls must be presented to a high standard.

Traders supplying their own furniture must ensure it is high quality and weighted appropriately.

Gas safety certificates must be provided for all gas appliances.

Smoking

Smoking is not permitted in the vicinity of the stalls.

Setting Up, Closing Down, Loading And Unloading

Stallholders must set up, close down, load and unload strictly within the specified times and guidelines given for each event.

Before vacating their stall site, stallholders must remove all rubbish and leave the stall site in the same condition that it was in before they set up their stall for the day.

Stallholders are required to remove and take away their own trade waste.

Bad Weather And Other Disruptions

We will continue the event in all weathers and will operate on the designated event day unless extreme weather or other disruptions that are beyond the event organisers control compel the event to be cancelled for the safety of traders and the public.

It is the responsibility of the stallholder to contact the event organiser to check if the event is going ahead.

The event organiser will communicate the cancellation of an event via social media.

Event organisers Directions

Stallholders must comply with all directions given to them by the event organiser.

Stallholders must treat event staff and volunteers, other stallholders and members of the public with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these regulations. Such a breach is likely to result in that stallholder being required to leave the event immediately and being banned from trading at any future event.

Any direction given by the event organiser regarding risk management or accident prevention must be complied with strictly and immediately.

Stallholder's Warranties And Representations

The stallholder acknowledges and agrees that, by applying to hire a stall site, the stallholder makes the following warranties and representations:

- That the statements made in the online application system are true, accurate and complete;
- That the stallholder has carefully read these regulations and agrees to be bound by their terms and conditions;
- That the stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;
- That the stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;
- That the stallholder has the necessary licenses, practicing certificates or permission to sell the goods that they offer for sale;

Inspection Of Documents

Stallholders must supply all necessary documentation requested.

Exclusion Of The Event Organisers Liability

The stallholder acknowledges and agrees that the event organiser has not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site at the events other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:

- The stallholder's likely sales or profits;
- The benefits of the location of any particular stall site;
- The number of potential customers that are likely to visit the event;
- The presence of other stallholders on the same event day selling the same or similar goods or services or the location of their stall site;

- The services and facilities that are available to the stallholder other than as are expressly set out in these regulations;
- The extent to which the event organiser has carried out marketing or advertising to attract customers to the event;
- The suitability of the event for any particular purpose;

Claims Against The Event Organiser

The stallholder acknowledges and agrees that the event organiser is not liable for any claims arising from:

- Damage to the goods or other property of the stallholder;
- Theft of the goods or other property of the stallholder;
- Injury, loss or damage suffered by any person at the event;
- Damage to or the theft of the property of any person at the event.

Inspection of Insurance Policies

Stallholders must at all times have available copies of their Public Liability Insurance policies.

Stallholders must have public liability insurance cover of £5M

Risk Management and Accident Prevention Terms

Stallholders must comply with the event organisers online bookings and payment procedures, to help the staff keep to a minimum the amount of cash that they need to hold on event days.

Stallholders must report promptly to the event organiser any security problems including, but not limited to, robberies, shoplifting, pickpocketing, unusual packages or the need to forcibly remove drunken or belligerent customers from the events.

Any stallholder using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event.

Traffic Management

Stallholders must appreciate that most events are held in public spaces. When setting up, closing down, loading and unloading in this area, they must exercise the same degree of care for their own safety and consideration for the safety and convenience of others that they should exercise on a public road.

Where traffic management signs, cones etc are in force it is the responsibility of all stallholders to ensure that they are correctly repositioned if manoeuvred for access.

Tripping/Other Accidents

To reduce the risk of tripping accidents, stallholders must keep their stall site and the immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents.

Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.

It is imperative that nothing sharp or dangerous is attached to tables or gazebos that may endanger or encumber set up crew when erecting or dismantling equipment eg staples, screws, clips, fastenings.

Stallholder Requirements

Food stallholders must rely on their own public liability insurance to include cover for claims arising from the sale of hot food or from food contamination.

Food stallholders must acknowledge and agree that the event organiser is not liable for any worker's compensation claim by any of their staff.

In the storage, preparation, cooking and service of food, food stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:

- Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by their local Environmental Health Office.
- All sales of alcohol must be made in accordance with Challenge 25 guidelines.
- Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.