

ILMINSTER MIDSUMMER EXPERIENCE FOOD & CRAFT MARKET



TERMS & CONDITIONS

Introduction

This event is organised by Experience Ilminster CIC hereafter referred to as the Organiser/We/Us/Our.

The objective of the Ilminster Midsummer Experience (IMEx) Food & Craft Market is to celebrate and showcase:

- the range of businesses and traders in Ilminster,
- the artisan food and drink producers within a 30 mile radius of Ilminster, and
- local artists and crafts people.

We also allocate a small number of pitches to community groups and charities where these help demonstrate the diversity and vibrancy of Ilminster.

Bookings:

- Traders are invited to attend an event by email.
- We welcome applications from other traders.
- Stallholders are invited entirely at our discretion.
- Confirmation of attendance is by return email and in doing so the trader automatically agrees to the terms and conditions.

Payment:

- Payment must be made at least 5 working days in advance of an event unless otherwise indicated. If payment is not present in our account prior to the event, cash will be expected on the day of the event plus the administration fee – BACS or cheque payments on the day or after the event will not be accepted.
- Payment should be made by bank transfer to the appropriate bank account for the event listed in the invitation.
- Late payments taken as cash on the day will incur an administration fee of £5.00.

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 market day. A full refund will be only be paid if sufficient notice is provided and we are able to find a replacement stallholder.
- In the event of extreme adverse weather conditions, causing us to cancel the market, refunds will be at our discretion and will be a percentage of the stall fee, taking into account the operator's pre-event expenses.

Trading Hours:

- Trading times are from 9.00 am to 3.30pm. Stallholders are expected to trade for the duration of the event as a courtesy to their fellow traders and at our request.
- Should a stallholder wish to leave early it is expected they will first gain permission from us.
- Any variation to these trading times will be notified by us prior to the event.

Allocation and Position of Pitch:

- We are solely responsible for the allocation and position of pitch sites. However we will try to meet reasonable specific request.
- It is not permissible for stallholders to change the pitch position without consultation with us.

Eligible Goods:

- On application traders are to supply a description and/or photographs of the goods intended for sale.
- Any additions/amendments to this portfolio must be approved by us. We may ask for any non-authorized goods to be removed from display.

Exclusive Trading Rights:

- We will endeavour to limit duplication of products within the event but we do not guarantee exclusivity.

Covid Security and General Health Measures

- The organisers and all traders must follow any current Government Guidelines.
- Any trader displaying any symptoms of Covid-19 such as a persistent cough, fever or change of sense of taste/smell should not appear at any market. They should self-isolate in line with government guidance.
- Smoking is not allowed at any stall anywhere within the market site during opening times. Traders and staff who smoke must do this a reasonable distance away from their stall (ideally out of sight of the public) with hand sanitising protocols followed immediately after.

Site Use and Presentation:

- Stallholders must operate strictly within the marked boundaries of the stall site that has been allocated to them, generally 4m X 3m and avoid encroachment into neighbouring trader pitch space. Additional tables must fit within the allocated space.
- The presentation of stalls must be of a professional standard that is satisfactory to us.
- Traders supplying their own infrastructure must ensure that it is good quality and weighted appropriately.
- Approval to use a portable generator can only be given by us and only in exceptional circumstances.
- Gas safety certificates must be provided for all gas appliances.

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 the event. Set up from 07:00 – 09:00 and closing down from 15:30 – 16:30 when the road re-opens
- Before vacating their stall site, stallholders must remove all rubbish and do all other things that may be reasonably necessary to 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 any items that have been attached to any provided gazebos and tables so as not to cause harm or encumbrance to crew during de-rig.
- Stallholders are required to remove and take away their own trade waste.

Bad Weather and Other Disruptions:

- The event will operate on the designated day unless extreme weather or other disruptions that are beyond our control compel us to close the markets for the safety of traders and the public.
- It is the responsibility of the stallholder to contact us to check if the event is going ahead.
- We will communicate the cancellation of an event via social media.

Organiser's Directions:

- Stallholders must comply with all directions given to by us.
- Stallholders must treat our staff, 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 markets immediately and being banned from trading at any future events.

- Any direction given by us regarding risk management or accident prevention must be complied with strictly and immediately.

Dispute Resolution:

- We will be the final arbitrators in any disputes that may arise including, but not limited to, disputes between stallholders and disputes between stallholders and customers or other members of the public. Our decision will be final and may be enforced by police involvement if necessary.

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, when requested.

Exclusion of the Organiser's Liability:

The stallholder acknowledges and agrees that we have not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site 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 markets;
- The presence of other stallholders on the same market 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 we have carried out marketing or advertising to attract customers to the markets;
- The suitability of the markets for any particular purpose.

Claims against the Organiser:

The stallholder acknowledges and agrees that the 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;
- Damage to or the theft of the property of any person at the markets.

Risk Management and Accident Prevention Terms:

- Stallholders must comply with our online bookings and payment procedures, to help our staff to keep to a minimum the amount of cash that they need to hold on market days;
- Stallholders must report promptly to us 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.

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 e.g. 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 we are 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.

Food Safety & Hygiene

- Traders must have current Food Safety & Hygiene certificates as applicable. Details of these must be provided to us at least 4 weeks before the event for validation by the relevant local authority. Copies of the certificate should be available on the day of the event.
- Trade stands must comply in full with current Food Safety legislation.
- Adequate washing facilities must be provided by the Trader, both for personal use and equipment.
- Cooked and raw food must be adequately separated at all times.
- Open foods must be protected from risk of contamination.
- Handling of food must be undertaken without cross contamination from handling money.
- Adequate 'sneeze screens' should be in place to effectively separate customers from foods on display.
- Traders or their employees should not attend the event if unwell.
- Food handlers should be trained to a level commensurate with their food handling responsibilities, with evidence of this training available to us, responsible authority representative or Environmental Health Officer.
- Traders are advised that Environmental Health officers and Trading Standards Officers are entitled to inspect any stand to ensure full compliance with the relevant legislation.
- Pitches must be kept clean at all times including counters, prep space and gazebos, both front of house and back. A regular cleaning routine must be in place.
- The Trader is responsible for the removal of Trader's own waste from the site at the end of the festival.
- Stock & packaging should be stored in such a way as not to present a hazard to staff or visitors.
- Dogs are not permitted on a pitch.

Damage & Loss

- Traders are responsible for their own goods at the event and no responsibility is accepted for loss, damage, or financial loss, due to abandonment or cancellation of the event due to factors beyond our control. This includes extreme weather, public order advice, public health advice, terrorism threat level increase etc.
- As a condition of attending, all participating exhibitors agree to indemnify Experience Ilminster CIC Ltd against all claims, damages or loss arising from their attendance at the event.

Health & Safety

- Traders must carry out a Risk Assessment for their trading activity, including safeguarding children and staff. A copy (electronic or paper) should be available to us and to any relevant authority for inspection on request. In addition, a Fire Safety Risk Assessment should be completed by the Trader and should also be available for inspection.
- The Organisers reserve the right to close down immediately any area, identified as unsafe or not meeting acceptable standards of safety, until the issue is resolved.
- Traders are responsible for any accidents or injuries to the public caused by their products, displays, stands or their use of the space allocated to them. The Food & Craft Market is subject to unannounced visits by representatives of the Health & Safety enforcing authority, not only during the Event, but during the set-up and breakdown periods. Any Trader not complying with the relevant legal requirement will be liable for prosecution. Traders are reminded of their responsibility for the Health & Safety of the general public whilst on their stands; the need for adequate supervision of stands by competent persons at all times; the need to ensure that items offered for sale comply with current Health & Safety legislation; and the need for safe storage and location of flammable materials.
- Any Generators, where permitted, should be 'Silent Run' or no more than 55dB at 7m. No generator should be re-fuelled whilst hot or running. They should be secure and any extended parts should be masked to protect the visitor. Cables should be covered, presenting no trip hazard, and appliances placed safely and away from any hazardous materials.
- All appliances should have valid Electrical PAT or Gas Safety certificates as applicable.
- If gas is to be used it is the Applicant's responsibility to indicate this at Application as it has a bearing on the positioning of the pitch. Gas cylinders must be stored outside tents and gazebos, secured at all times to prevent falling, and protected against tampering. Traders must be familiar with gas equipment and must carry their own fire extinguisher.
- Traders using any LPG operated appliance should be able to produce on demand current certification confirming that the appliance has been inspected and installed by a competent person with CORGI or GAS SAFE approval. Failure to comply with these requirements may mean that we may need to prevent the use of appliances not so conforming.
- Any gazebo or marquee canvas textiles MUST meet fire safety standards and have all documents to support this. All Traders in a substantially enclosed structure must be able to show that they comply with the Regulatory Reform [Fire Safety] Order [2005], specifically the following measures: Fire Plan; Fire Extinguishers; evidence of staff training in use of extinguishers; a clear Fire Exit route, and a means of raising a Fire Alarm.

Insurance & Responsibility

- The Trader must have appropriate and proper insurance against public liability and Third Party risks. The minimum cover should be £5 million and should cover the Applicant's stand or display and any additional equipment under their control.
- Where food is sold there should be specific insurance to cover against food poisoning for the same amount.
- A copy of The Trader's insurance certificate should be available for inspection throughout the event.
- It is the responsibility of the Trader to ensure that their staff or agents are aware of all the conditions and regulations regarding their stand.

Licensable Activities

- All Traders undertaking licensable activities, i.e. selling or serving alcohol, playing music, etc. should comply with the relevant licensing regulations and guidance including keeping a refusal log, not serving minors or inebriated customers.
- Amplified music is to be kept to below 65dB.