



WINGFIELD BARNS

Terms and Conditions

TERMS AND CONDITIONS OF TRADING

1.0 GENERAL

- 1.1 The submission of an applicant implies acceptance of these terms and conditions and any addition, variation or amendment as is reasonably required.
- 1.2 "Organiser" means Wingfield Barns CIC, its employees, contractors and agents
- 1.3 The "Venue" means Wingfield Barns CIC, Church Road, Wingfield IP21 5RA
- 1.4 "Stallholder" or "Trader" means the person or organisation allocated space to trade at the Christmas Market.
- 1.5 The "Fee" means the payment that Stallholders or Traders will be charged for trading at the Christmas Market.
- 1.6 Acceptance by the Organiser of a Stallholders application grants the Trader license to trade at the event on the following terms and conditions. Any violation of these renders this license null and void, and in the event the Organiser reserves the right to remove the Stallholder and any of their possessions from the Venue without compensation or refund of the Fee.

2.0 EVENT DETAILS AND TIMES

- 2.1 Public car parking will be provided to the Exhibitors
- 2.2 All Event details and times will be conveyed to the Stallholder via a confirmation pack once the Stallholder's application form has been accepted.

3.0 STAND LOCATION, PRESENTATION AND MERCHANDISE

- 3.1 The Stallholder will not extend beyond the agreed stand size booked.
- 3.2 Stallholders will be emailed with information required to access and trade at the Christmas Market in a confirmation pack sent out at least 4 weeks prior to the event.
- 3.3 The allocation and position of space is at the Organiser's discretion.
- 3.4 Stallholders may not sub-contract any part of their stall.
- 3.5 The Venue has a reputation for quality and Traders' stands should be well presented and reflect the Christmas theme as far as is practicable.
- 3.6 The Stallholder must only sell goods specified in their application. Any change to the application form contents must be made in writing at least 2 weeks prior to the start of the Christmas Market.
- 3.7 Only Stallholders who have applied for a food/drink stall may sell food and/or drink other than sweets and samples of edible goods.
- 3.8 The Organiser reserves the right to demand the removal from sale of any item deemed unsuitable for the event without paying compensation to the Trader.
- 3.9 Exhibitors are responsible for advising on the products they are selling or sampling, and for providing accurate information on the products i.e., allergen information. It is the Trader's responsibility to ensure that the public are aware of any adverse consequences that sampling the product may result in.

4.0 APPLICATION AND PAYMENT TERMS

- 4.1 Submission of an application form does not guarantee attendance at the event
The Organiser will select Exhibitors based on their suitability for the Christmas Market and their likely appeal to visitors.
The organiser reserves the right to refuse an application, or part thereof, at any time, without stating a reason. The Organiser's decision is final in this regard.
- 4.2 Trade stands can only be booked for the entire duration of the Christmas Market to trade. The Fee for each Trader includes two tickets for Trader staff. Additional tickets can be obtained by contacting the Organiser.

5.0 INSURANCE AND HEALTH AND SAFETY

- 5.1 Each Trader must have their own Public Liability Insurance for a minimum value of £2million. Applications will not be accepted unless a current PLI policy is held by the Trader. This is obtainable through membership of the National Market Traders Federation, telephone number: 01226 749021; email: genoffice@nmtf.co.uk; website www.nmtf.co.uk.
- 5.2 An up to date copy of the Traders Public Liability Insurance must be supplied at time of application. If the policy expires between the date of application and the date of the Event, the Trader must submit a copy of the current policy and then submit a copy of the new policy as soon as it is available.
- 5.3 Neither the Organiser, nor its Contractors are liable for any loss or damage incurred during a Trader's time at the event.
- 5.4 It is the responsibility of each Trader and their staff to ensure that their stall is safe – this includes but is not limited to electrical installations, stability of equipment and articles.
- 5.5 The Organiser reserves the right to insist on the repositioning or removal of any item that is deemed to be unsafe. Traders are reminded of their responsibilities under health and safety law.
- 5.6 All Traders must be able to demonstrate to the Organiser that a comprehensive current risk assessment has been carried out and steps to minimise hazards taken.
- 5.7 Under 16 year old will only be allowed to work or volunteer on a stall if accompanied by an adult at all times.
- 5.8 The Organiser will indemnify and keep indemnified the Organiser against all actions, proceedings, costs, claims and demands which may be brought or made against the Organiser in respect of personal injury and damage to property arising directly out of the activities connected with the event, legal liability of the Organiser excepted.
- 5.9 In the event of abandonment, postponement or limitation of the Christmas Market by the Organiser, or of services thereto, there shall be no claim against the Organiser.
- 5.10 The Trader acknowledges that the Organiser is not responsible nor holds any liability for any financial losses incurred by the Exhibitor, or for any loss or damage of equipment, goods or personal belongings, or personal injury of employees working for or connected to them.
- 5.11 No damage to the Venue, beyond normal wear and tear is acceptable. The full cost of making good any damage caused by the Trader, their employees, contractors and agents will be met by the Trader.
- 5.12 The disposal of any boiling water, brines, waste products etc at the Venue is strictly forbidden. Any damage caused will incur a repair charge.

6.0 VEHICLES/VEHICLE MOVEMENT/PARKING

- 6.1 Access to the Venue for Traders is at the entrance to Wingfield Barns in Church Road as displayed on the site map.
- 6.2 Vehicle movement in the driveway must be kept to 10mph and Traders should follow instruction from Organiser's parking assistants

- 6.3 Vehicles must be parked in the designated exhibitor car park area except during setting up, restocking and breakdown times outlined, 40 minutes prior to the opening of the Christmas Market.
- 6.4 Traders will not be permitted to park vehicles near their stalls unless it part of the stallholder's stand (eg., food wagon).
- 6.5 Disabled car parking is available to disabled badge holders only
- 6.6 Vehicle movement on site during the event will be restricted to emergencies and must be accompanied by an Organiser's steward.
- 6.7 Please follow the Organiser's instructions on the day and unload and vacate the site as quickly and considerately as possible.
- 6.8 It is not possible for all Traders to access the location of their stall for loading and leaving site at the close of the Christmas Market so please follow the Organiser's instructions to facilitate all Traders loading and leaving the site in a fair and orderly manner.
- 6.9 Further information on vehicle movement will be provided in the confirmation pack.

7.0 USE OF OWN EQUIPMENT

- 7.1 All electrical equipment must be tested for electrical safety by a competent person with the last 12 months and be clearly marked with the pass test results. Traders will not be permitted to use or connect any equipment that is either deemed unsuitable by the Organiser or does not carry a recent PAT (Portable Appliance Test) sticker.
- 7.2 The use of individual generators for power supply is strictly forbidden, unless previously advised to, and agreed by the Organiser.
- 7.3 Traders must use the waste facilities provided by the Organiser for the proper disposal of all rubbish. All rubbish must be cleared or taken home or placed in the correct bin provided. Failure to do so may incur costs.
- 7.4 The Organiser does not provide tables and chairs for the guests of Traders selling consumable products.
- 7.5 Traders producing liquid/oil waste must not dispose of it on the Organiser's grounds.
- 7.6 Traders using hot cookers must use heatproof matting on the ground to prevent damage.

8.0 SECURITY

- 8.1 The Organiser will provide security to operate across the Venue as appropriate but Traders are responsible for the health and safety and security of their stock, vehicles and stand and the Organiser accepts no responsibility for the loss or damage to Trader's equipment, merchandise, vehicles or personal belongings.

9.0 CANCELLATION

- 9.1 If the Trader wishes to cancel attendance at the Christmas Market, this must be advised to the organiser verbally in the first instance followed by written notice of cancellation via email to office.manager@wingfieldbarns.co.uk . The cancellation notice shall be effective final and binding on the working day on which it is received.
- 9.2 Once the Trader's application has been accepted, in the event of cancellation by the Exhibitor the following conditions will apply:
 - 9.2.1 If the cancellation is more than one calendar month prior to the first day of the Christmas Market the Organiser will refund 50% of the fee to the Trader.
 - 9.2.2 If the cancellation is less than one calendar month prior to the first day of the Christmas Market no refund shall be given and the Exhibitor will remain liable for the full fee.
 - 9.2.3 If the Fair is cancelled by the Organiser, the Traders fee will be refunded in full within 30 days. In such circumstances the Organiser will not be liable for any other losses or costs incurred by the Trader.
- 9.3 The trader will remain liable for the full Fee should they fail to attend the Christmas Market and not have given notice of cancellation.

9.4 No refund will be given if the Fair is cancelled by the Organiser after opening due to unforeseen circumstances.

10.0 GDPR AND CONFIDENTIALITY

10.1 The Organisers comply with the Data Protection Act 2018 and any subsequent changes to data protection legislation. All information supplied by the Trader will only be used as required for the successful delivery of the Fair. The information shall be kept confidential and shall be revealed to the directors, officers, servants and agents of each party only to the extent necessary to enable such parties to fulfil their obligations and responsibilities pursuant to the contract.

10.2 All personal information provided by the Trader on the Application Form will be held by the Organiser. Exhibitors have the right to access and correct their personal information in addition to requesting their personal information is deleted from the Organisers records.

10.3 The Trader agrees not to supply any third party any information it receives from the Organiser which has not been made available to the general public. Such information includes but is not limited to information about the Fair, its visitors, other exhibitors and the Fee.

11.0 DOGS

11.1 Dogs are permitted in the outdoor areas of the Christmas Market provided they remain on a short leash. Please do not leave dogs in a vehicle. Please pick up dog faeces and put it in an appropriate bin.

11.2 Traders will not be able to keep their dogs by their stand if they are in area where food is being served.

12.0 CAMPING

12.1 Traders are not permitted to camp onsite at any time at Wingfield Barns.

13.0 SMOKING

13.1 Smoking is not permitted in the Venue, but is permitted in the designated marked smoking area outside the Great Barn

14.0 WIFI

14.1 We aim to provide access for Wi-Fi for Traders but we cannot guarantee accessibility, availability or speed of Wi-Fi in all areas of the venue. We reserve the right to change or withdraw the service regarding inappropriate or unlawful usage by Traders.

15.0 EXHIBITOR CATERING AND CONSUMABLE TENDERS

15.1 Applications for Traders selling foods and drink are determined on a needs basis, All drinks including water are prohibited from being sold without prior permission from the Organiser. Priority will be given to local producers of locally farmed or produced products.