

# Kenilworth Arts & Crafts Traders Terms & Conditions 2024

*| Version 1 - These will be effective from 1st January 2024. Kenilworth Arts & Crafts Festival has the right to amend these Regulations at any time.*

*Traders must agree to these prior to submitting their application.*

## 1. GENERAL REGULATIONS

1. These Regulations shall apply to the conduct and organisation of the Kenilworth arts and crafts festival.
2. A Copy of PLI, Food Hygiene certification Registration with Environmental Health, and Fire risk assessment must be up to date and sent to the organisers prior to the event date.
3. All Traders must notify The event organisers immediately, in writing, of any changes to the details provided in their original application to trade form.
4. No Trader is permitted to trade at the Event until their application to trade has been processed and accepted by The event organiser. An acceptance email will be sent to a Trader once approved.
5. No Trader is permitted to sub-let their stall under any circumstances.

## 2. ALLOCATION OF STALLS

1. The allocation of Stalls or Pitches will be at the absolute discretion of the event organiser. The selection will be based upon the range of goods being sold, the quality and professionalism of the stall.
2. Each Trader shall accept full responsibility for, and indemnify the Operator against, all claims for personal injury, damage to property, nuisance and any other damage or expenses by whomsoever the claim is made and from whatever cause, arising out of, or in connection with, the use and occupation of the site allotted to him/her. All Traders must be covered by third party insurance, either by the membership of The National Market Traders Federation (under their insurance provision) or by other arrangements. The minimum cover shall be £5,000,000. A copy of the public liability insurance certificate must be provided by the Trader to the event organiser before a Stall or Pitch is allocated.

## 3. ATTENDANCE AT THE MARKET OR EVENT

1. Traders will continue to trade from their stall between the advertised opening hours of the festival unless otherwise authorised by the event organiser. No trading activity will occur after these times, and the site must be cleared no later than 1 hour after the festival.
2. Any Trader who has sold out, is to remain on-site with their stall & promotion still in place until the festival has finished.
3. All Trader's vehicles must be removed from the festival Site no later than 30 minutes before the start time. No Trader's vehicles will be permitted on the festival Site between the advertised Event opening times. Between these hours vehicles must be parked away within the allocated area from Event Site to obstruct any highway, other public rights of way or approach to the Event Site.

#### **4. MARKET STALLS**

1. Trader will be provided with a Pitch size agreed on your application form.
2. Traders will be allocated Pitch and must confine their trading activities on the Event Site to these areas. No merchandise or other items belonging to, or associated with a Trader will be placed in any part of the Event Site, which is not part of their Pitch for longer than is reasonably required.
3. Events that operate for more than 1 day, overnight security may be provided, however, the organiser highly recommends that traders leave nothing of high value on-site. The event organiser will not take responsibility for any theft or damage of any trader's stock or damage or theft to own units.

#### **5. ELECTRICAL SUPPLIES**

1. Traders are permitted to use their own generators however permission must be granted first. The Generator must be a silent and diesel.

#### **6. CANCELLATION/CONSOLIDATION OF EVENTS/SEVERE WEATHER POLICY**

1. The event organiser is not responsible for adverse weather conditions. If the Event is forced to finish earlier than expected due to inclement weather, the event organiser will not be liable for any refund or transfers to traders.
2. The Operator may under the Management of the Event in Severe Weather may cancel or close the Event in its entirety. The Operator will not be liable for any refund or transfer of pitch fee.

3. The event organiser will not be liable for any loss of earnings or compensation to any trader if a Event is cancelled for whatever reason.
4. If the event organiser cancels the market, no trader is permitted to trade, even if traders have their own way of trading.

**7. GENERAL CANCELLATION OF EVENTS BY THE ORGANISER**

1. The Event Organiser cannot be held responsible if an event is cancelled beyond The event organiser control. This may be due to a National Event which can cover, but not limited to a royal death or a pandemic. The event organiser will not be liable for any refund or transfers to traders.

**8. FEES AND CHARGES**

1. All fees are non-refundable once paid.
2. Cash, BACS, or cheque payments are not permitted.

**9. CONDUCT**

1. Trades must respond co-operatively to any direction given by the Event Manager or Event Staff in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
2. A Trader and any persons employed by them shall conduct business in an orderly manner and shall not ring any bell, blow any horn, play any radio, use amplifying equipment or use any other noisy instrument to attract the attention or custom of any person. Product promotion by shouting is also not permitted. Where amplification is required to conduct business, this shall be permitted at the discretion of the Event Organiser.
3. A Trader and any persons employed by them shall not engage in conduct which causes or is likely to cause nuisance, harassment, alarm or distress to others nor incite or encourage others to act in such a manner.
4. Traders must not act in a verbally or physically abusive, dangerous, or disruptive manner. Any such behaviour will not be tolerated and will result in termination from the attended event with immediate effect.
5. The sale or display of any items or products that, in the Organisers opinion, are likely to cause public offence or pose a threat to public safety will not be permitted.

6. Traders must drive within the Event area at a safe speed that is no greater than 5MPH, and with their hazard lights on.
7. Smoking or vaping is not permitted behind any stall.

#### **10. SERIOUS MISCONDUCT**

1. Any Trader who commits serious misconduct will be liable to immediate exclusion from the Event.
2. The following are including but not limited to examples of Serious Misconduct
  1. Bullying, intimidation or the threat or use of violence
  2. Sexist, racist, foul, threatening or abusive language
  3. Acts of dishonesty such as Police enquiries against any trader which results in legal proceedings or immediate removal.
  4. Acts of indecency.
  5. Any deliberate act causing, or likely to cause, death or personal injury to a person.
  6. Acts bringing the Market or Event into disrepute such as fighting, selling defective or fake goods.
  7. Obscene and abusive language.
  8. Verbally or physically abusive, dangerous, or disruptive manner.
  9. Illegal trading.
  - 10.No insurance cover
  - 11.Persistent failure to pay Market rent on time.
  - 12.Trading from any stall, trailer or vehicle when the Market or Event is cancelled.
  - 13.Selling replica firearms or offensive weapons of any kind.
  - 14.Traders and their employees shall not sell solvents, cleaning fluids, lighter fuels or any other such substances to persons under 18 years of age.
  - 15.Failure to adhere to legislation that applies to Trading Standards, Food Hygiene Regulations and Health and Safety requirements.
  - 16.A Trader is licensed to sell alcohol, not to sell alcohol to persons under 18 years of age.

#### **11. LEGISLATION**

1. Traders conducting from any Stall or Pitch a food business as defined by The Food Safety Act 1990 and any subsequent and amended legislation shall comply with such legislation and any amendments to the Operator's Environmental Health Officer's satisfaction.
2. All Traders conducting a food business from a vehicle or trailer must be registered with their local enforcing authority's environmental health department and may be requested to complete a 'Permit to Trade form' for the local authority which the market falls under. Traders must provide the name of the local authority they are registered with at the time of application.
3. Traders wishing to sell alcohol from any Stall or Pitch may need to obtain a Temporary Event Notice (TEN) for all alcohol sales as required by the Licensing Act 2003. This will be stated in the Event Application process if needed. A minimum notice of 10 working days is required for each application. Warwick is licensed for Alcohol activities during the Event operating times.
4. Traders wishing to sell Lottery tickets or offer a raffle MUST contact the local authority Licensing Department for advice before any such sales regarding their obligations and responsibilities under The Gambling Act 2005.
5. Traders shall comply with all statutory and other provisions, including Trading Standards, Consumer Protection and Health and Safety at Work Act requirements.
6. Traders shall ensure that all staff employed by them are legally entitled to undertake such work, either by age, qualification, or residency.
7. Traders will fully comply with all regulations and general laws which affect the conduct of their business.

## **12. GENERAL OPERATING PROCEDURES**

1. Any complaints concerning the general operation of the Event should be raised with the Event Manager
2. The Operator may amend these Regulations at any time.
3. A Single Stall or Pitch can be made available by the Event Organiser for charities. However, it will be charged at the standard rate of that Market. This may be reduced at the sole discretion of the Event Manager.