

CW Events Hampshire – Terms and Conditions – All Markets

CW Events Hampshire is referred to as the “**Market Organisers**”.

It is essential that all traders cooperate and play their part in ensuring that the market is profitable, enjoyable and safe for everyone attending. This includes complying with all the following terms, providing necessary insurance, and complying with all necessary trading standards guidelines, food hygiene and risk management and accident prevention requirements.

Our markets are family occasions suitable for all ages. All goods, displays, signage and marketing materials must be appropriate for a family audience, including children and young people.

These regulations, together with the Risk Assessment, apply to all traders and strict compliance with them is a condition of the contract for the hire of a pitch at market. Failure to comply may mean your application is withdrawn without refund and future trading/market applications may not be approved.

BOOKINGS

Traders are invited entirely at the Market Organisers' discretion. Completion of an application via the website/booking platform does not necessarily guarantee a pitch.

Once an application has been approved, traders will be issued an invoice (**usually around six weeks before the market date, or as soon as practicable if the application is accepted later than this**). Payment must be made to the account detailed and **in advance of the market**.

By making a payment it is assumed you automatically agree to the terms and conditions as set out in this document.

A booking is not confirmed and a pitch is not reserved until **full payment has been received in cleared funds by the due date shown on the invoice / booking platform and no later than one calendar month before the market date**. If payment is not received by the due date, the application may be cancelled and the pitch offered to another trader (including those on any waiting list) without further notice.

Market Organisers reserve the right to refuse any application promptly, returning any fees received in full, without explanation (except where fees have become non-refundable under these terms).

PAYMENT

Payment for pitches is due in advance.

Once approved by the Market Organisers, traders will receive an invoice requesting payment in full. Unless otherwise stated on the invoice/booking platform:

- Payment must be made **within 14 days** of the invoice date, or
- **Immediately** if the booking is made within **30 days** of the market date.

If payment is not received by the deadline, the application may be cancelled and the pitch offered to another trader.

For weekly markets – traders are required to pay for the whole month's booked pitches in advance. This payment is due by no later than the 1st working day of each month or in accordance with the terms stated on the booking platform when booking. Unpaid regular slots may be offered to another trader.

For monthly markets or single one-off events – payment is due by **no later than one calendar month prior** to the date of the market or event, or in accordance with the terms stated on the booking platform when booking.

All bookings and pitch fees are subject to the **cancellation and refund terms** set out in the sections “**Cancellations of Pitch (by Trader)**” and “**Cancellation of Market by Market Organisers**” below.

Where bookings are made less than one calendar month before the date of the market:

- Payment is due **immediately** on approval; and
- Pitch fees remain subject to the **cancellation and refund terms** set out below (including the non-refundable admin fee).

CANCELLATIONS OF PITCH (BY TRADER)

Should traders wish to cancel a pitch for any reason the Market Organisers should be notified as soon as possible.

All cancellations must be made **in writing by email** to the Market Organisers. The **date and time that the email is received** will be used to determine which refund band (if any) applies.

Because late cancellations leave insufficient time to re-fill pitches, the following applies:

Admin fee (applies to all refunds)

- A **£5 administration fee is non-refundable in all cases.**

- Any refund made under this policy will be your stall/pitch fee **minus £5**.

More than 28 days before the market date (over 4 weeks)

- If you cancel **more than 28 days** before the market date, you will receive a **full refund of your stall/pitch fee, minus the £5 admin fee**.

14–28 days before the market date (2–4 weeks)

- If you cancel **between 14 and 28 days** before the market date, you will receive a **50% refund of your stall/pitch fee, minus the £5 admin fee**.
- This refund is given whether or not the Market Organisers are able to re-sell your pitch.

Less than 14 days before the market date (under 2 weeks)

- If you cancel **less than 14 days** before the market date, **no refund will be given**, even if the Market Organisers are able to re-sell your pitch.
- This includes illness, unforeseen circumstances or changes in personal situation.

Refunds will be made strictly in accordance with the timeframes above and are **not affected** by whether the Market Organisers are able to re-sell your pitch to another trader.

Non-attendance on the day of the market/event (a “**no-show**”) will not qualify for any refund or transfer.

CANCELLATION OF MARKET BY MARKET ORGANISERS

In the unlikely event that the Market Organisers cancel a market for any reason (including, but not limited to, **bad weather, safety concerns, venue issues or other circumstances beyond our control**), the following will apply:

- The Market Organisers will either:
 - Refund your stall/pitch fee **minus the £5 admin fee, or**
 - Where possible, offer to **transfer your booking to a future market**, with the stall/pitch fee carried over (again **minus the £5 admin fee** if a refund is chosen instead of a transfer).

The **£5 admin fee is retained in all cases** to help cover non-recoverable costs incurred in organising the event.

No further compensation will be payable for any other costs incurred by traders (such as travel, stock, staffing or accommodation).

TRADING TIMES, SETTING UP AND TEARING DOWN

Any variation of trading hours will be notified to traders by the Market Organisers prior to the event.

Traders **MUST** have set up stalls and be ready to trade by the time notified in event instructions. Market Organisers will **NOT** open the market to visiting public until all traders are set up and boxes are cleared away.

Traders **MUST** not commence packing away until the doors/entrances are closed to the visiting public and the market has finished.

Setting up and clearing away whilst the market is open to the public is a major health and safety issue and poses a real risk to our visitors and forms part of our risk assessment for all events.

Access for set-up is advised in event instructions. If traders are unable to arrive/set up in time for any reason **PLEASE CONTACT CLAIRE IMMEDIATELY ON 07715 532 352**.

Late arrivals to market may not be permitted to set up if the Market Organiser considers this to cause any risk to the public attending.

It is important that traders remain open to trade during the hours of the market as a courtesy to fellow traders and visiting public as well as a Health and Safety Issue and our responsibility as business owners to our visiting public.

This is part of the Terms and Conditions you agree to when you sign up to our markets.

ALLOCATION OF PITCH

Specific requests for a particular pitch should be directed to the Market Organiser.

It is not permissible for traders to change pitch position on market day without prior consultation with the Market Organiser.

Traders are allocated a pitch by the Market Organiser in advance of arrival in accordance with health and safety, fire regulations and all risk assessments. Traders may not move their stall or position of their stall without the prior agreement of the Market Organiser or their staff.

Should Traders wish to add further tables, small side tables, free standing stands or anything that may extrude beyond their allocated pitch it is important this is booked in advance.

Spaces are allocated in advance by the Organisers and extra space cannot be guaranteed unless booked in advance.

Allocation of pitch and spaces is at the sole discretion of the Market Organiser.

A regular pitch may only be authorised by the Market Organiser and does not guarantee the exact location of any pitch.

The Market Organiser reserves the right to move the site of pitches, due to any unforeseen circumstances, at any time.

Pitches are not numbered and will be allocated by the Market Organiser upon arrival of each Trader.

Traders must supply their own gazebo, tables, rails, stands etc unless notified otherwise. Pitch sizes will be detailed under instructions for each event/market.

Electricity cannot be guaranteed for every trader as this is not always available and is site dependent. Please contact the Market Organiser if you require access to electric power.

Electric power is prioritised for food traders.

In the event of adverse weather the Market Organisers may issue a request for early closure of market. The Market Organiser is unable to offer refunds due to early closure.

As part of your agreement to trade with us traders must keep their area clear of rubbish and are required to take home their waste.

ELIGIBLE GOODS

On application traders are to supply a description of goods or produce intended for sale. Any additions or amendments to these provided must be approved by the Market Organiser.

Any non-authorised goods will be asked to be removed from sale by the Market Organiser or their staff.

COMPLIANCE WITH LAW & TRADER RESPONSIBILITIES

All traders are solely responsible for ensuring that everything they bring to market, offer for sale or display complies with all relevant and current legislation, regulations and guidance, including but not limited to:

- Trading standards and consumer protection legislation
- Product safety regulations
- Food hygiene, storage, preparation and labelling requirements
- Alcohol sales and age-restricted products

- Intellectual property, copyright and trademark laws
- Any licences, consents or permissions required for their particular activity or goods.

Traders must ensure that all goods are safe, correctly labelled and legally compliant at all times.

The Market Organisers are not responsible for ensuring the legal compliance of any trader's goods or activities and accept no liability arising from a trader's failure to comply.

The Market Organisers may, at their sole discretion, require any item, product, signage or display to be removed from the stall or market if they consider it to be:

- Unsafe;
- Non-compliant with relevant law or regulation; or
- In breach of these Terms and Conditions.

Traders must comply with any such request immediately. Failure to do so will be treated as a breach of these Terms and Conditions and may result in the trader being asked to leave the market without refund and/or being refused future bookings.

FAMILY-FRIENDLY STANDARDS & SUITABILITY OF GOODS

CW Events Hampshire markets are family-friendly events suitable for all ages. To protect this environment:

- All goods, artwork, signage, marketing materials, and displays (including slogans on mugs, t-shirts, prints, cards, signs, etc.) must be suitable for a general audience that includes children.
- Items that are overtly sexual, explicit, violent, promote drug misuse, or include excessively offensive or adult language are not permitted.
- Any item which, in the opinion of the Market Organisers, is not in keeping with a family-friendly event may be prohibited from sale or display.

Where any goods or displays are considered unsuitable, the Market Organisers will ask for them to be removed. Traders must remove such items immediately. Non-compliance may result in the trader being asked to leave the event without refund and/or refused future bookings.

GOODS NOT PERMITTED FOR SALE

The following items are not permitted for sale at our markets and we reserve the right to prevent or prohibit the sale of these items. Failure to comply may result in the trader being asked to leave and future applications to trade at our markets refused.

These items include:

- Fur products including taxidermy including vintage/antique garments detailed with real fur.
- Material causing any offence to members of the general public. This includes but is not restricted to images or text of an obscene or violent nature, images, text or items that could be deemed to be racist, sexist or promote discrimination, or which are not consistent with our family-friendly standards.
- Any political materials.
- Any items prohibited by law or local regulations.

EXCLUSIVE TRADING RIGHTS

The Market Organiser will endeavour to prevent duplication of products within the market but does not guarantee exclusivity.

The granting of a pitch does not guarantee the trader sole right of selling or promoting their particular goods/produce.

PRESENTATION

Traders are asked to operate strictly within the area allocated to them for the market, avoiding encroachment into neighbouring pitches and public walkways.

No additional tables or displays other than the pitch space agreed by the Market Organiser can be erected. Please contact the Market Organiser for clarification of pitch area if needed.

The presentation of pitches must be of a professional standard that is satisfactory to the Market Organiser.

Traders must ensure their displays are stable and suitable for purpose.

Traders must not use naked flames or any unauthorised electrical or gas equipment.

Cables should be taped to the floor and in a good condition.

Please speak with the Market Organiser if your pitch requires electricity as these are limited at some venues.

SMOKING

No smoking or vaping is permitted at any markets or immediately outside the entrance to a market where the public enter.

LOADING AND UNLOADING OF TRADERS' VEHICLES

Traders must set up and clear away within the specified times and guidelines for the event. Once set up traders must move their vehicles to the parking areas as designated or directed by the Market Organisers for the market in question.

MARKET ORGANISERS' DIRECTIONS & ZERO-TOLERANCE BEHAVIOUR POLICY

Any direction given by the Market Organiser or their representatives in relation to health and safety, risk management, accident prevention, site management or the smooth running of the event **must be complied with immediately and without dispute**.

All traders are expected to conduct themselves in a professional, courteous and respectful manner at all times towards the Market Organisers, their representatives, other traders, venue staff and members of the public.

CW Events Hampshire operates a zero-tolerance policy towards unacceptable, abusive, aggressive or threatening behaviour. This includes, but is not limited to:

- Shouting, swearing or verbal abuse
- Intimidation, harassment or threatening behaviour
- Refusal to follow reasonable instructions or directions
- Aggressive or unsafe behaviour involving vehicles or equipment
- Rude, confrontational or demanding behaviour towards the Market Organisers or their representatives

Any such behaviour will be treated as a **serious breach** of these Terms and Conditions.

The Market Organisers reserve the **absolute right** to require the trader to leave the market **immediately**, without refund, and without further discussion. Serious incidents may also result in:

- Immediate termination of the trader's booking
- Permanent refusal of future applications
- Reporting to the venue, relevant authorities or emergency services where appropriate

The Market Organisers' decision in these matters is **final** and will not be subject to appeal.

WARRANTIES AND REPRESENTATIONS

The trader acknowledges that by applying to trade at a market that:

- Statements made in the online application are true, accurate and complete.
- The trader has carefully read these Terms and Conditions and agrees to be bound by them. Payment of a pitch fee automatically accepts the trader's agreement to these terms and conditions.
- The trader has the full legal and beneficial ownership of the goods that they offer for sale.
- The trader will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling products.
- The trader has the necessary licences/insurances to sell the goods that they offer for sale.
- The Market Organisers are not responsible for customer returns or complaints. All individual traders must have their own return policy.

PRODUCT SAFETY, TOYS & 3D PRINTED ITEMS

Some products are subject to sector-specific safety and compliance requirements, including (but not limited to) toys, machinery and 3D printed items.

Manufacturers are solely responsible for ensuring that any product they place on the market in Great Britain fully complies with all applicable product-specific legislation and conformity requirements.

For the purposes of these Terms and Conditions, a *manufacturer* is defined as an individual or company that manufactures a product, or has a product designed or manufactured, and markets that product under their own name or trademark.

Further guidance is available via the UK Government's A–Z of industry guidance.

If any products offered for sale are toys, they are governed by the **Toys (Safety) Regulations 2011**. Under these regulations, a toy is defined as a product “designed or intended (whether or not exclusively) for use in play by children under 14 years old.”

Any product classified as a toy must display a valid **UKCA or CE marking**, either on the toy itself, on a label affixed to the toy, or on the toy's packaging, in order to be legally sold in Great Britain.

All traders offering toys and/or 3D printed items for sale are required to provide evidence of compliance with all relevant safety standards and legislation upon request by the Market Organisers.

Any item that could reasonably be considered a toy must be **individually labelled** and fully compliant with the applicable regulations.

Where an item does **not** fall under the toy classification, it must be **clearly and visibly labelled “THIS IS NOT A TOY.”**

The Market Organisers reserve the right to refuse permission for any non-compliant item to be sold or to require items to be removed from sale immediately. Failure to comply may result in removal from the event without refund and/or refusal of future applications.

EXCLUSION OF THE MARKET ORGANISERS' LIABILITY

The trader acknowledges and agrees that the Market Organiser has not given any warranties or made any representations relating to:

- The trader's likely sales or profits at the market.
 - The benefits of the location of any particular pitch.
 - The number of potential customers that are likely to visit the market.
 - The presence of other traders selling similar or the same goods or the location of their pitch.
 - The services or facilities that are available to the trader.
 - The extent to which the Market Organiser has carried out marketing or advertising to attract customers to the event.
 - The suitability of the Premises/Venue/Location for the purpose of the event.
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CLAIMS AGAINST THE MARKET ORGANISER

The trader acknowledges and agrees that the Market Organiser is not liable for claims arising from:

- Damage to the goods or other property of the trader.
 - Theft of the goods or other property of the trader.
 - Injury, loss or damage suffered by any person at CW Events Hampshire markets.
 - The Market Organisers' request for the trader to leave the event or lack of future invitations to events.
 - Damage to or the theft of the property of any person at the market.
 - Cancellation of market for any reason (save for any refund of pitch fees expressly set out in these Terms and Conditions).
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INSURANCE POLICIES

Traders must at all times have available copies of their Public Liability Insurance Policies to a minimum value of £5m. The Market Organiser does not hold any liability for any trader or their products.

RISK MANAGEMENT AND ACCIDENT PREVENTION

Traders must report to the Market Organiser promptly any security problems including but not limited to, robberies, shoplifting, pickpocketing, unusual packages, drunken behaviour or any behaviours which may cause risk to people or property at the event.

Any Trader using equipment or practices that could endanger the health and safety of any persons will be asked to leave the market.

Traders must keep their stall and immediate vicinity clear of anything that might cause an obstruction or hazard.

Traders must ensure that their stalls and pitch areas are free from sharp corners or dangerous projections that may injure others.

Traders must ensure that they read and comply with the copy of the Risk Assessment Document as sent to them by the Market Organiser.

Any trader wishing to use equipment for the purpose of demonstrating their produce or trade must seek the approval of the Market Organisers at the time of application. This request must be followed by the appropriate risk assessments, licences and safety certificates for the equipment used – and precautions must be clearly specified to protect visiting public, other traders and stalls from risk of harm or death.

Traders may not use stoves or cooking appliances at markets for the purpose of preparing their own refreshments.

All traders' gazebos should be of commercial standard and have the appropriate weight as specified in the Risk Assessment on each leg. Traders must ensure all stock is secured and equipment in and around their stall secured safely at all times.

SELLING OF FOOD

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

In the storage, preparation and cooking, service of food – food traders must comply strictly with all legal requirements including, but not limited to:

- Holding a valid Food Hygiene Certificate and being registered and inspected by the local EHO.
- All sales of alcohol must be made in accordance with Challenge 25 Guidelines.
- Goods must be marked and priced accordingly to legal requirements.

PHOTOGRAPHY AND PROMOTION OF MARKET

We reserve the right to use any photographs/videos taken by us at our markets to promote our business. We also reserve the right to use photographs and images sent to us by Traders in promotional activities for markets.

Updated 5 January 2026 – CW Events Hampshire